



CITY OF  
**FOLSOM**  
DISTINCTIVE BY NATURE

## Folsom City Council Staff Report

<b>MEETING DATE:</b>	4/14/2020
<b>AGENDA SECTION:</b>	Consent Calendar
<b>SUBJECT:</b>	<p>Toll Brothers at Folsom Ranch – Northwest corner of White Rock Road and East Bidwell Street (PN 19-091)</p> <ul style="list-style-type: none"><li>i. Ordinance No. 1301 - An Uncodified Ordinance of the City of Folsom Approving Amendment No. 2 to the First Amended and Restated Tier 1 Development Agreement between the City of Folsom and Easton Valley Holdings, LLC relative to the Toll Brothers at Folsom Ranch Project (Second Reading and Adoption)</li><li>ii. Ordinance No. 1302 - An Uncodified Ordinance of the City of Folsom Approving Amendment No. 2 to the First Amended and Restated Tier 1 Development Agreement between the City of Folsom and Oak Avenue Holdings, LLC and Toll West Coast, LLC relative to the Toll Brothers at Folsom Ranch Project (Second Reading and Adoption)</li><li>iii. Ordinance No. 1303 - An Uncodified Ordinance of the City of Folsom Approving Amendment No. 2 to the First Amended and Restated Tier 1 Development Agreement between the City of Folsom and West Scott Road, LLC and Toll West, Coast, LLC relative to the Toll Brothers at Folsom Ranch Project (Second Reading and Adoption)</li><li>iv. Ordinance No. 1304 - An Uncodified Ordinance of the City of Folsom Approving Amendment No. 3 to the First Amended and Restated Tier 1 Development Agreement between the City of Folsom and Folsom Real Estate South, LLC and Toll West Coast, LLC relative to the Toll Brothers at Folsom Ranch Project (Second Reading and Adoption)</li></ul>
<b>FROM:</b>	Community Development Department

**RECOMMENDATION / CITY COUNCIL ACTION**

Move to Adopt Ordinance No. 1301 - An Uncodified Ordinance of the City of Folsom Approving Amendment No. 2 to the First Amended and Restated Tier 1 Development Agreement between the City of Folsom and Easton Valley Holdings, LLC relative to the Toll Brothers at Folsom Ranch Project (Second Reading and Adoption)

And

Move Adopt Ordinance No. 1302 - An Uncodified Ordinance of the City of Folsom Approving Amendment No. 2 to the First Amended and Restated Tier 1 Development Agreement between the City of Folsom and Oak Avenue Holdings, LLC and Toll West Coast, LLC relative to the Toll Brothers at Folsom Ranch Project (Second Reading and Adoption)

And

Move to Adopt Ordinance No. 1303 - An Uncodified Ordinance of the City of Folsom Approving Amendment No. 2 to the First Amended and Restated Tier 1 Development Agreement between the City of Folsom and West Scott Road, LLC and Toll West, Coast, LLC relative to the Toll Brothers at Folsom Ranch Project (Second Reading and Adoption)

And

Move to Adopt Ordinance No. 1304 - An Uncodified Ordinance of the City of Folsom Approving Amendment No. 3 to the First Amended and Restated Tier 1 Development Agreement between the City of Folsom and Folsom Real Estate South, LLC and Toll West Coast, LLC relative to the Toll Brothers at Folsom Ranch Project (Second Reading and Adoption)

**BACKGROUND / ISSUE**

On February 19, 2020, the Planning Commission held a public hearing to consider the Toll Brothers at Folsom Ranch project. Planning Commission discussion and questions were focused primarily on the proposed tree preservation and removal plan. Specifically, whether the proposed tree preservation and removal plan was in compliance with the original consideration of oak tree impacts and if additional modifications could be made to preserve a particular grove of healthy oak trees situated in the southwest portion of the project site. Planning Commission Chair Raithel asked his fellow Commissioners to consider holding off on approval of the Tentative Subdivision Map for the Traditional Homesites portion of the project in order to allow for additional engineering work/lotting consideration to maximize preservation of a healthy oak tree canopy in the southwest portion of the project site where grading is more limited. Most Commissioners indicated that the preservation could be addressed with minor modification to building setbacks/sitting given the administrative flexibility allowed under the Folsom Plan Area Specific Plan. Ultimately, the Commission

voted 6-1-0-0 to recommend to the City Council approval of the project as proposed, subject to findings and conditions.

On March 10, 2020, the City Council reviewed a proposal from Toll Brothers, Inc. for approval of a General Plan Amendment, Specific Plan Amendment, Small-Lot Vesting Tentative Subdivision Map, Development Agreement Amendments, and Inclusionary Housing Plan for development of a 1,225-unit (804 mapped units) active adult and traditional single-family residential subdivision on a 314-acre site located at the northwest corner of the intersection of White Rock Road and Mangini Parkway within the Folsom Plan Area. At the aforementioned Council meeting, the applicant introduced a proposed modification to the project that would result in the elimination of three residential lots within the southwest portion of the Traditional Homesite Subdivision in order to preserve approximately 10-12 healthy oak trees. The City Council expressed their support for the proposed changes to the Toll Brothers project and voted (5-0-0-0) to adopt the General Plan Amendment, Specific Plan Amendment, Small-Lot Vesting Tentative Subdivision Map, and Inclusionary Housing Plan. In addition, the first reading and introduction of the four proposed Development Agreement Amendments (Ordinance Nos. 1301, 1302, 1303, and 1303) associated with the Toll Brothers project were conducted at the March 10, 2020 City Council meeting.

The applicant is requesting approval of four amendments to existing Development Agreements (Easton Valley Holdings, Folsom Real Estate South, Oak Avenue Holdings, and West Scott Road) with the primary purpose of acknowledging and documenting changes to land uses for portions of the various landowners properties located outside of the Toll Brothers Project Property and documenting the park dedication fee credits associated with the proposed relocation of 8-acres to expand a 2.3-acre neighborhood park site planned for Parcel 20B into a 10.3-acre neighborhood park and a 2-acre expansion of a local park site planned for Parcel 66 from 1.1-acres to 3.1-acres in the Town Center portion of the Folsom Plan Area associated with the Toll Brothers project.

### **POLICY / RULE**

As set forth in the State Planning and Zoning Law, approval of, or amendments to, a Development Agreement is a legislative act which requires approval by the City Council following review and recommendation by the Planning Commission.

### **ANALYSIS**

Four Development Agreement Amendments are proposed with the Toll Brothers at Folsom Ranch project including Amendment No. 2 to the First Amended and Restated Tier 1 Development Agreement by and between the City of Folsom and Easton Valley Holdings, LLC, Amendment No. 2 to the First Amended and Restated Tier 1 Development Agreement by and between the City of Folsom and West Scott Road, LLC/Toll West Coast, LLC, Amendment No. 2 to the First Amended and Restated Tier 1 Development Agreement by and between the City of Folsom and Oak Avenue Holdings, LLC/Toll West Coast, LLC, and

Amendment No. 3 to the First Amended and Restated Tier 1 Development Agreement by and between the City of Folsom and Folsom Real Estate South, LLC/Toll West Coast, LLC.

On July 15, 2014, Easton Valley Holdings, LLC (one of four landowners associated with the Toll Brothers project) and the City entered into the First Amended and Restated Tier 1 Development Agreement relative to the Folsom South Specific Plan. The City and Easton Valley Holdings amended the original Restated Development Agreement on January 29, 2016. The purpose of this second Development Agreement Amendment is to acknowledge and document changes to land uses for portions of the Landowner's Property located outside of the Toll Brothers Project Property, commonly referred to as Parcels 66, 68, 70, 74, and 158 and a portion of Parcel 162 within the Folsom Plan Area. In addition, the Development Agreement Amendment documents park dedication fee credits associated with the proposed relocation of 8-acres of parkland to expand a 2.3-acre local park to a 10.3-acre neighborhood park site planned for Parcel 20B and a 2-acre expansion of a local park site planned for Parcel 66 in the Town Center from 1.1-acres to 3.1-acres (owned by Easton Valley Holdings, LLC) and associated with the Toll Brothers project.

On July 15, 2014, West Scott Road, LLC (one of four landowners associated with the Toll Brothers project) and the City entered into the First Amended and Restated Tier 1 Development Agreement relative to the Folsom South Specific Plan. The City and West Scott Road, LLC amended the original Restated Development Agreement on January 29, 2016. The purpose of this second Development Agreement Amendment is to document that the conditions of approval and mitigation measures related to the development of Toll Brothers project be included within the definition of Entitlements as that term is used throughout the Restated Development Agreement. In addition, the Development Agreement Amendment documents park dedication fee credits associated with the proposed relocation of 8-acres of parkland to update a local park to a neighborhood park site planned for Parcel 20B and a 2-acre expansion of a local park site planned for Parcel 66 in the Town Center and associated with the Toll Brothers project.

On July 15, 2014, Oak Avenue Holdings, LLC (one of four landowners associated with the Toll Brothers project) and the City entered into the First Amended and Restated Tier 1 Development Agreement relative to the Folsom South Specific Plan. The City and Oak Avenue Holdings amended the original Restated Development Agreement on July 11, 2017. The purpose of this second Development Agreement Amendment is to acknowledge and document changes to land uses for portions of the Landowner's Property located outside of the Toll Brothers Project Property, commonly referred to as Parcels 66, 68, 70, 74, and 158 and a portion of Parcel 162 within the Folsom Plan Area. In addition, the Development Agreement Amendment documents park dedication fee credits associated with the proposed relocation of 8-acres of parkland to expand a 2.3-acre local park to a 10.3-acre neighborhood park site planned for Parcel 20B and a 2-acre expansion of a local park site planned for Parcel 66 in the Town Center from 1.1-acres to 3.1-acres and associated with the Toll Brothers project.

On July 15, 2014, Folsom Real Estate South, LLC (one of four landowners associated with the Toll Brothers project) and the City entered into the First Amended and Restated Tier 1 Development Agreement relative to the Folsom South Specific Plan. The City and Folsom Real Estate South, LLC amended the original Restated Development Agreement on January 29, 2016 with two separate amendments. The purpose of this third Development Agreement Amendment is to acknowledge and document changes to land uses for portions of the Landowner's Property located outside of the Toll Brothers Project Property, commonly referred to as Parcels 73, 137, 155, 161, and a portion of Parcel 162 within the Folsom Plan Area. The purpose of this Development Agreement Amendment is also to document that the conditions of approval and mitigation measures related to the development of Toll Brothers project be included within the definition of Entitlements as that term is used throughout the Restated Development Agreement. In addition, the Development Agreement Amendment documents park dedication fee credits associated with the proposed relocation of 8-acres of parkland to update a local park to a neighborhood park site planned for Parcel 20B and a 2-acre expansion of a local park site planned for Parcel 66 in the Town Center and associated with the Toll Brothers project.

City staff has conducted a thorough review of the proposed modifications to the development agreements and is supportive of the four Development Agreement Amendments.

### **FINANCIAL IMPACT**

No financial impact is anticipated with approval of the four Development Agreements associated Toll Brothers at Folsom Ranch project as the project will not result in any change in the total number of residential units or total amount of commercial square footage within the Folsom Plan Area.

### **ENVIRONMENTAL REVIEW**

The City, as lead agency, determined that the proposed land use and housing density changes, as well as other changes proposed by the applicant, differ sufficiently from the development scenario described in the Final EIR/EIS for the adopted FPASP to warrant preparation of an addendum to the Final EIR/EIS, but that they are not so different that a subsequent EIR or supplement to the EIR needs to be prepared. An Addendum is appropriate where a previously certified EIR has been prepared and some changes or revisions to the project are proposed, or the circumstances surrounding the project have changed, but none of the changes or revisions would result in significant new or substantially more severe environmental impacts, consistent with CEQA Section 21166 and State CEQA Guidelines Sections 15164 and 15168. These four Development Agreement Amendments do not result in substantial changes to the project, and no additional environmental review is required.

## ATTACHMENTS

1. Ordinance No. 1301 - An Uncodified Ordinance of the City of Folsom Approving Amendment No. 2 to the First Amended and Restated Tier 1 Development Agreement between the City of Folsom and Easton Valley Holdings, LLC relative to the Toll Brothers at Folsom Ranch Project (Second Reading and Adoption)
2. Ordinance No. 1302 - An Uncodified Ordinance of the City of Folsom Approving Amendment No. 2 to the First Amended and Restated Tier 1 Development Agreement between the City of Folsom and Oak Avenue Holdings, LLC and Toll West Coast, LLC relative to the Toll Brothers at Folsom Ranch Project (Second Reading and Adoption)
3. Ordinance No. 1303 - An Uncodified Ordinance of the City of Folsom Approving Amendment No. 2 to the First Amended and Restated Tier 1 Development Agreement between the City of Folsom and West Scott Road, LLC and Toll West, Coast, LLC relative to the Toll Brothers at Folsom Ranch project (Second Reading and Adoption)
4. Ordinance No. 1304 - An Uncodified Ordinance of the City of Folsom Approving Amendment No. 3 to the First Amended and Restated Tier 1 Development Agreement between the City of Folsom and Folsom Real Estate South, LLC and Toll West Coast, LLC relative to the Toll Brothers at Folsom Ranch Project (Second Reading and Adoption)
5. Amendment No. 2 to the First Amended and Restated Tier 1 Development Agreement by and between the City of Folsom and Easton Valley Holdings, LLC relative to the Folsom South Specific Plan
6. Amendment No. 2 to the First Amended and Restated Tier 1 Development Agreement by and between the City of Folsom, Oak Avenue Holdings, LLC, and Toll West Coast, LLC relative to the Folsom South Specific Plan
7. Amendment No. 2 to the First Amended and Restated Tier 1 Development Agreement by and between the City of Folsom, West Scott Road, LLC, and Toll West Coast, LLC relative to the Folsom South Specific Plan
8. Amendment No. 3 to the First Amended and Restated Tier 1 Development Agreement by and between the City of Folsom, Folsom Real Estates South, LLC, and Toll West Coast, LLC relative to the Folsom South Specific Plan

Submitted,



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PAM JOHNS  
Community Development Director

## Attachment 1

Ordinance No. 1301 – An Uncodified Ordinance of the City of Folsom Approving Amendment No. 2 to the First Amended and Restated Tier 1 Development Agreement between the City of Folsom and Easton Valley Holdings, LLC relative to the Toll Brothers at Folsom Ranch Project

**ORDINANCE NO. 1301**

**AN UNCODIFIED ORDINANCE OF THE CITY OF FOLSOM APPROVING  
AMENDMENT NO. 2 TO THE FIRST AMENDED AND RESTATED TIER 1  
DEVELOPMENT AGREEMENT BETWEEN THE CITY OF FOLSOM AND EASTON  
VALLEY HOLDINGS, LLC RELATIVE TO THE TOLL BROTHERS AT  
FOLSOM RANCH PROJECT**

**WHEREAS**, a Final Environmental Impact Report/Environmental Impact Statement for the Folsom Plan Area Specific Plan was prepared and certified by the City Council on June 11, 2011, and the Sacramento Local Agency Formation Commission approved the City's annexation of the Folsom Plan Area on January 18, 2012; and

**WHEREAS**, pursuant to the authority in Sections 65864 through 65869.5 of the Government Code, the City Council, following a duly notified public hearing on June 28, 2011, approved the Tier 1 Development Agreement relative to the Folsom South Specific Plan (Tier 1 DA) for the development of the Folsom Plan Area by adopting Ordinance No. 1149 on July 12, 2011; and

**WHEREAS**, the proposed Toll Brothers at Folsom Ranch project consists of the development of an 804 unit active-adult and traditional residential community on a 314-acre site located within the Folsom Plan Area; and

**WHEREAS**, the City, the landowner, and the developer of the Toll Brothers at Folsom Ranch project desire to amend the DA in order to provide greater certainty and clarity to matters that are common, necessary and essential for the development of the project; and

**WHEREAS**, the Planning Commission, at its regular meeting on February 19, 2020, considered Amendment No. 2 to the First Amended and Restated Tier 1 Development Agreement by and between the City of Folsom and Easton Valley Holdings, LLC relative to the Toll Brothers at Folsom Ranch Project at a duly noticed public hearing as prescribed by law, and recommended that the City Council approve said Amendment No. 2; and

**WHEREAS**, all notices have been given at the time and in the manner required by State Law and the Folsom Municipal Code.

**NOW, THEREFORE**, the City Council of the City of Folsom hereby does ordain as follows:



**SECTION 1 FINDINGS**

- A. The above recitals are true and correct and incorporated herein by reference.
- B. The Amendment No. 2 to the First Amended and Restated Tier 1 Development Agreement by and between the City of Folsom and Easton Valley Holdings, LLC is consistent with the objectives, policies, general land uses and programs specified in the City’s General Plan and the Folsom Plan Area Specific Plan.
- C. The Amendment No. 2 to the First Amended and Restated Tier 1 Development Agreement is in conformity with public convenience, general welfare, and good land use practices.
- D. The Amendment No. 2 will not be detrimental to the health, safety, and general welfare of persons residing in the immediate area, nor be detrimental or injurious to property or persons in the general neighborhood or to the general welfare of the residents of the City as a whole.
- E. The Amendment No. 2 will not adversely affect the orderly development of property or the preservation of property values.
- F. The Amendment No. 2 has been prepared in accordance with, and is consistent with, Government Code Sections 65864 through 65869.5, and City Council Resolution No. 2370.
- G. All notices have been given at the time and in the manner required by State Law and the Folsom Municipal Code.
- H. The Amendment No. 2 is consistent with the Environmental Impact Report/Environmental Impact Statement for the Folsom Plan Area Specific Plan certified by the City Council on June 11, 2011 and the 2020 Toll Brothers at Folsom Ranch Addendum, which are incorporated herein by reference. None of the events in Sections 15162 and 15163 of the CEQA Guidelines exists which warrant the preparation of a subsequent EIR or supplemental EIR.

**SECTION 2 APPROVAL OF AMENDMENT TO DEVELOPMENT AGREEMENT**

The Mayor is hereby authorized and directed to execute the Amendment No. 2 to the First Amended and Restated Tier 1 Development Agreement by and between the City of Folsom and Easton Valley Holdings, LLC on behalf of the City after the effective date of this Ordinance.

**SECTION 3 SEVERABILITY**

If any section, subsection, sentence, clause, or phrase in this Ordinance or any part thereof is for any reason held to be unconstitutional, invalid, or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Ordinance or any part thereof. The City Council declares that it would have passed each section irrespective of the fact that any one or more section, subsection, sentence, clause, or phrase be declared unconstitutional, invalid, or ineffective.

**SECTION 4 EFFECTIVE DATE**

This ordinance shall become effective thirty (30) days from and after its passage and adoption, provided it is published in full or in summary within twenty (20) days after its adoption in a newspaper of general circulation in the City.

This ordinance was introduced and the title thereof read at the regular meeting of the City Council on March 10, 2020 and the second reading occurred at the regular meeting of the City Council on April 14, 2020.

On a motion by Council Member \_\_\_\_\_ seconded by Council Member \_\_\_\_\_, the foregoing ordinance was passed and adopted by the City Council of the City of Folsom, State of California, this 14<sup>th</sup> day of April 2020, by the following roll-call vote:

- AYES:** Council Member(s):
- NOES:** Council Member(s):
- ABSENT:** Council Member(s):
- ABSTAIN:** Council Member(s):

\_\_\_\_\_  
Sarah Aquino, MAYOR

ATTEST:

\_\_\_\_\_  
Christa Freemantle, CITY CLERK

## Attachment 2

Ordinance No. 1302 - An Uncodified Ordinance of the City of Folsom Approving Amendment No. 2 to the First Amended and Restated Tier 1 Development Agreement between the City of Folsom and Oak Avenue Holdings, LLC and Toll West Coast, LLC relative to the Toll Brothers at Folsom Ranch Project

**ORDINANCE NO. 1302**

**AN UNCODIFIED ORDINANCE OF THE CITY OF FOLSOM APPROVING  
AMENDMENT NO. 2 TO THE FIRST AMENDED AND RESTATED TIER 1  
DEVELOPMENT AGREEMENT BETWEEN THE CITY OF FOLSOM AND OAK  
AVENUE HOLDINGS, LLC AND TOLL WEST COAST, LLC RELATIVE TO THE  
TOLL BROTHERS AT FOLSOM RANCH PROJECT**

**WHEREAS**, a Final Environmental Impact Report/Environmental Impact Statement for the Folsom Plan Area Specific Plan was prepared and certified by the City Council on June 11, 2011, and the Sacramento Local Agency Formation Commission approved the City's annexation of the Folsom Plan Area on January 18, 2012; and

**WHEREAS**, pursuant to the authority in Sections 65864 through 65869.5 of the Government Code, the City Council, following a duly notified public hearing on June 28, 2011, approved the Tier 1 Development Agreement relative to the Folsom South Specific Plan (Tier 1 DA) for the development of the Folsom Plan Area by adopting Ordinance No. 1149 on July 12, 2011; and

**WHEREAS**, the proposed Toll Brothers at Folsom Ranch project consists of the development of an 804 unit active-adult and traditional residential community on a 314-acre site located within the Folsom Plan Area; and

**WHEREAS**, the City, the landowner, and the developer of the Toll Brothers at Folsom Ranch project desire to amend the DA in order to provide greater certainty and clarity to matters that are common, necessary and essential for the development of the project; and

**WHEREAS**, the Planning Commission, at its regular meeting on February 19, 2020, considered Amendment No. 2 to the First Amended and Restated Tier 1 Development Agreement by and between the City of Folsom and Oak Avenue Holdings, LLC and Toll West Coast, LLC relative to the Toll Brothers at Folsom Ranch Project at a duly noticed public hearing as prescribed by law, and recommended that the City Council approve said Amendment No. 2; and

**WHEREAS**, all notices have been given at the time and in the manner required by State Law and the Folsom Municipal Code.

**NOW, THEREFORE**, the City Council of the City of Folsom hereby does ordain as follows:

**SECTION 1 FINDINGS**

A. The above recitals are true and correct and incorporated herein by reference.

B. The Amendment No. 2 to the First Amended and Restated Tier 1 Development Agreement by and between the City of Folsom and Oak Avenue Holdings, LLC and Toll West Coast, LLC, is consistent with the objectives, policies, general land uses and programs specified in the City's General Plan and the Folsom Plan Area Specific Plan.

C. The Amendment No. 2 to the First Amended and Restated Tier 1 Development Agreement is in conformity with public convenience, general welfare, and good land use practices.

D. The Amendment No. 2 will not be detrimental to the health, safety, and general welfare of persons residing in the immediate area, nor be detrimental or injurious to property or persons in the general neighborhood or to the general welfare of the residents of the City as a whole.

E. The Amendment No. 2 will not adversely affect the orderly development of property or the preservation of property values.

F. The Amendment No. 2 has been prepared in accordance with, and is consistent with, Government Code Sections 65864 through 65869.5, and City Council Resolution No. 2370.

G. All notices have been given at the time and in the manner required by State Law and the Folsom Municipal Code.

H. The Amendment No. 2 is consistent with the Environmental Impact Report/Environmental Impact Statement for the Folsom Plan Area Specific Plan certified by the City Council on June 11, 2011 and the 2020 Toll Brothers at Folsom Ranch Addendum, which are incorporated herein by reference. None of the events in Sections 15162 and 15163 of the CEQA Guidelines exists which warrant the preparation of a subsequent EIR or supplemental EIR.

## **SECTION 2 APPROVAL OF AMENDMENT TO DEVELOPMENT AGREEMENT**

The Mayor is hereby authorized and directed to execute the Amendment No. 2 to the First Amended and Restated Tier 1 Development Agreement by and between the City of Folsom and Oak Avenue Holdings, LLC and Toll West Coast, LLC on behalf of the City after the effective date of this Ordinance.

## **SECTION 3 SEVERABILITY**

If any section, subsection, sentence, clause, or phrase in this Ordinance or any part thereof is for any reason held to be unconstitutional, invalid, or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Ordinance or any part thereof. The City Council declares that it would have passed each section irrespective of the fact that any one or more section, subsection, sentence, clause, or phrase be declared unconstitutional, invalid, or ineffective.

**SECTION 4 EFFECTIVE DATE**

This ordinance shall become effective thirty (30) days from and after its passage and adoption, provided it is published in full or in summary within twenty (20) days after its adoption in a newspaper of general circulation in the City.

This ordinance was introduced and the title thereof read at the regular meeting of the City Council on March 10, 2020 and the second reading occurred at the regular meeting of the City Council on April 14, 2020.

On a motion by Council Member \_\_\_\_\_, seconded by Council Member \_\_\_\_\_, the foregoing ordinance was passed and adopted by the City Council of the City of Folsom, State of California, this 14<sup>th</sup> day of April 2020, by the following roll-call vote:

**AYES:** Council Member(s):  
**NOES:** Council Member(s):  
**ABSENT:** Council Member(s):  
**ABSTAIN:** Council Member(s):

\_\_\_\_\_  
Sarah Aquino, MAYOR

ATTEST:

\_\_\_\_\_  
Christa Freeman, CITY CLERK

## Attachment 3

Ordinance No. 1303 - An Uncodified Ordinance of the City of Folsom Approving Amendment No. 2 to the First Amended and Restated Tier 1 Development Agreement between the City of Folsom and West Scott Road, LLC and Toll West Coast, LLC relative to the Toll Brothers at Folsom Ranch project

**ORDINANCE NO. 1303**

**AN UNCODIFIED ORDINANCE OF THE CITY OF FOLSOM APPROVING  
AMENDMENT NO. 2 TO THE FIRST AMENDED AND RESTATED TIER 1  
DEVELOPMENT AGREEMENT BETWEEN THE CITY OF FOLSOM AND WEST  
SCOTT ROAD, LLC AND TOLL WEST COAST, LLC RELATIVE TO THE TOLL  
BROTHERS AT FOLSOM RANCH PROJECT**

**WHEREAS**, a Final Environmental Impact Report/Environmental Impact Statement for the Folsom Plan Area Specific Plan was prepared and certified by the City Council on June 11, 2011, and the Sacramento Local Agency Formation Commission approved the City's annexation of the Folsom Plan Area on January 18, 2012; and

**WHEREAS**, pursuant to the authority in Sections 65864 through 65869.5 of the Government Code, the City Council, following a duly notified public hearing on June 28, 2011, approved the Tier 1 Development Agreement relative to the Folsom South Specific Plan (Tier 1 DA) for the development of the Folsom Plan Area by adopting Ordinance No. 1149 on July 12, 2011; and

**WHEREAS**, the proposed Toll Brothers at Folsom Ranch project consists of the development of an 804 unit active-adult and traditional residential community on a 314-acre site located within the Folsom Plan Area; and

**WHEREAS**, the City, the landowner, and the developer of the Toll Brothers at Folsom Ranch project desire to amend the DA in order to provide greater certainty and clarity to matters that are common, necessary and essential for the development of the project; and

**WHEREAS**, the Planning Commission, at its regular meeting on February 19, 2020, considered Amendment No. 2 to the First Amended and Restated Tier 1 Development Agreement by and between the City of Folsom and West Scott Road, LLC and Toll West, Coast, LLC relative to the Toll Brothers at Folsom Ranch Project at a duly noticed public hearing as prescribed by law, and recommended that the City Council approve said Amendment No. 2; and

**WHEREAS**, all notices have been given at the time and in the manner required by State Law and the Folsom Municipal Code.

**NOW, THEREFORE**, the City Council of the City of Folsom hereby does ordain as follows:

**SECTION 1 FINDINGS**



A. The above recitals are true and correct and incorporated herein by reference.

B. The Amendment No. 2 to the First Amended and Restated Tier 1 Development Agreement by and between the City of Folsom and West Scott Road, LLC and Toll West, Coast, LLC, is consistent with the objectives, policies, general land uses and programs specified in the City's General Plan and the Folsom Plan Area Specific Plan.

C. The Amendment No. 2 to the First Amended and Restated Tier 1 Development Agreement is in conformity with public convenience, general welfare, and good land use practices.

D. The Amendment No. 2 will not be detrimental to the health, safety, and general welfare of persons residing in the immediate area, nor be detrimental or injurious to property or persons in the general neighborhood or to the general welfare of the residents of the City as a whole.

E. The Amendment No. 2 will not adversely affect the orderly development of property or the preservation of property values.

F. The Amendment No. 2 has been prepared in accordance with, and is consistent with, Government Code Sections 65864 through 65869.5, and City Council Resolution No. 2370.

G. All notices have been given at the time and in the manner required by State Law and the Folsom Municipal Code.

H. The Amendment No. 2 is consistent with the Environmental Impact Report/Environmental Impact Statement for the Folsom Plan Area Specific Plan certified by the City Council on June 11, 2011 and the 2020 Toll Brothers at Folsom Ranch Addendum, which are incorporated herein by reference. None of the events in Sections 15162 and 15163 of the CEQA Guidelines exists which warrant the preparation of a subsequent EIR or supplemental EIR.

## **SECTION 2 APPROVAL OF AMENDMENT TO DEVELOPMENT AGREEMENT**

The Mayor is hereby authorized and directed to execute the Amendment No. 2 to the First Amended and Restated Tier 1 Development Agreement by and between the City of Folsom and West Scott Road, LLC and Toll West, Coast, LLC on behalf of the City after the effective date of this Ordinance.

## **SECTION 3 SEVERABILITY**

If any section, subsection, sentence, clause, or phrase in this Ordinance or any part thereof is for any reason held to be unconstitutional, invalid, or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Ordinance or any part thereof. The City Council declares that it would have passed each section irrespective of the fact that any one or more section, subsection, sentence, clause, or phrase be declared unconstitutional, invalid, or ineffective.

**SECTION 4 EFFECTIVE DATE**

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On a motion by Council Member \_\_\_\_\_ seconded by Council Member \_\_\_\_\_, the foregoing ordinance was passed and adopted by the City Council of the City of Folsom, State of California, this 14<sup>th</sup> day of April 2020, by the following roll-call vote:

- AYES:** Council Member(s):
- NOES:** Council Member(s):
- ABSENT:** Council Member(s):
- ABSTAIN:** Council Member(s):

\_\_\_\_\_  
Sarah Aquino, MAYOR

ATTEST:

\_\_\_\_\_  
Christa Freemantle, CITY CLERK

## Attachment 4

Ordinance No. 1304 - An Uncodified Ordinance of the City of Folsom Approving Amendment No. 3 to the First Amended and Restated Tier 1 Development Agreement between the City of Folsom and Folsom Real Estate South, LLC and Toll West Coast, LLC relative to the Toll Brothers at Folsom Ranch Project

**ORDINANCE NO. 1304**

**AN UNCODIFIED ORDINANCE OF THE CITY OF FOLSOM APPROVING  
AMENDMENT NO. 3 TO THE FIRST AMENDED AND RESTATED TIER 1  
DEVELOPMENT AGREEMENT BETWEEN THE CITY OF FOLSOM AND FOLSOM  
REAL ESTATE SOUTH, LLC AND TOLL WEST COAST, LLC RELATIVE TO THE  
TOLL BROTHERS AT FOLSOM RANCH PROJECT**

**WHEREAS**, a Final Environmental Impact Report/Environmental Impact Statement for the Folsom Plan Area Specific Plan was prepared and certified by the City Council on June 11, 2011, and the Sacramento Local Agency Formation Commission approved the City's annexation of the Folsom Plan Area on January 18, 2012; and

**WHEREAS**, pursuant to the authority in Sections 65864 through 65869.5 of the Government Code, the City Council, following a duly notified public hearing on June 28, 2011, approved the Tier 1 Development Agreement relative to the Folsom South Specific Plan (Tier 1 DA) for the development of the Folsom Plan Area by adopting Ordinance No. 1149 on July 12, 2011; and

**WHEREAS**, the proposed Toll Brothers at Folsom Ranch project consists of the development of an 804 unit active-adult and traditional residential community on a 314-acre site located within the Folsom Plan Area; and

**WHEREAS**, the City, the landowner, and the developer of the Toll Brothers at Folsom Ranch project desire to amend the DA in order to provide greater certainty and clarity to matters that are common, necessary and essential for the development of the project; and

**WHEREAS**, the Planning Commission, at its regular meeting on February 19, 2020, considered Amendment No. 3 to the First Amended and Restated Tier 1 Development Agreement by and between the City of Folsom and Folsom Real Estate South, LLC and Toll West Coast, LLC relative to the Toll Brothers at Folsom Ranch Project at a duly noticed public hearing as prescribed by law, and recommended that the City Council approve said Amendment No. 3; and

**WHEREAS**, all notices have been given at the time and in the manner required by State Law and the Folsom Municipal Code.

**NOW, THEREFORE**, the City Council of the City of Folsom hereby does ordain as follows:

**SECTION 1 FINDINGS**

A. The above recitals are true and correct and incorporated herein by reference.

B. The Amendment No. 3 to the First Amended and Restated Tier 1 Development Agreement by and between the City of Folsom and Folsom Real Estate South, LLC and Toll West Coast, LLC is consistent with the objectives, policies, general land uses and programs specified in the City's General Plan and the Folsom Plan Area Specific Plan.

C. The Amendment No. 3 to the First Amended and Restated Tier 1 Development Agreement is in conformity with public convenience, general welfare, and good land use practices.

D. The Amendment No. 3 will not be detrimental to the health, safety, and general welfare of persons residing in the immediate area, nor be detrimental or injurious to property or persons in the general neighborhood or to the general welfare of the residents of the City as a whole.

E. The Amendment No. 3 will not adversely affect the orderly development of property or the preservation of property values.

F. The Amendment No. 3 has been prepared in accordance with, and is consistent with, Government Code Sections 65864 through 65869.5, and City Council Resolution No. 2370.

G. All notices have been given at the time and in the manner required by State Law and the Folsom Municipal Code.

H. The Amendment No. 3 is consistent with the Environmental Impact Report/Environmental Impact Statement for the Folsom Plan Area Specific Plan certified by the City Council on June 11, 2011 and the 2020 Toll Brothers at Folsom Ranch Addendum, which are incorporated herein by reference. None of the events in Sections 15162 and 15163 of the CEQA Guidelines exists which warrant the preparation of a subsequent EIR or supplemental EIR.

## **SECTION 2 APPROVAL OF AMENDMENT TO DEVELOPMENT AGREEMENT**

The Mayor is hereby authorized and directed to execute the Amendment No. 3 to the First Amended and Restated Tier 1 Development Agreement by and between the City of Folsom and Folsom Real Estate South, LLC and Toll West Coast, LLC on behalf of the City after the effective date of this Ordinance.

## **SECTION 3 SEVERABILITY**

If any section, subsection, sentence, clause, or phrase in this Ordinance or any part thereof is for any reason held to be unconstitutional, invalid, or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Ordinance or any part thereof. The City Council declares that it would have passed each section irrespective of the fact that any one or more section, subsection, sentence, clause, or phrase be declared unconstitutional, invalid, or ineffective.

**SECTION 4 EFFECTIVE DATE**

This ordinance shall become effective thirty (30) days from and after its passage and adoption, provided it is published in full or in summary within twenty (20) days after its adoption in a newspaper of general circulation in the City.

This ordinance was introduced and the title thereof read at the regular meeting of the City Council on March 10, 2020 and the second reading occurred at the regular meeting of the City Council on April 14, 2020.

On a motion by Council Member \_\_\_\_\_ seconded by Council Member \_\_\_\_\_, the foregoing ordinance was passed and adopted by the City Council of the City of Folsom, State of California, this 14<sup>th</sup> day of April 2020, by the following roll-call vote:

- AYES:** Council Member(s):
- NOES:** Council Member(s):
- ABSENT:** Council Member(s):
- ABSTAIN:** Council Member(s):

\_\_\_\_\_  
Sarah Aquino, MAYOR

ATTEST:

\_\_\_\_\_  
Christa Freemantle, CITY CLERK

## Attachment 5

Amendment No. 2 to the First Amended and Restated Tier 1  
Development Agreement by and between the City of Folsom  
and Easton Valley Holdings, LLC relative to the Folsom  
South Specific Plan

FOR THE BENEFIT OF THE CITY OF FOLSOM  
PURSUANT TO GOVERNMENT CODE §6103

RECORDING REQUESTED BY CITY CLERK

WHEN RECORDED MAIL TO:

City Clerk  
City of Folsom  
50 Natoma Street  
Folsom, CA 95630

Exempt from Recording Fees - Govt Code 27383

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

**AMENDMENT NO. 2 TO  
FIRST AMENDED AND RESTATED TIER 1 DEVELOPMENT AGREEMENT  
BY AND BETWEEN THE CITY OF FOLSOM AND  
EASTON VALLEY HOLDINGS, LLC  
RELATIVE TO THE FOLSOM SOUTH SPECIFIC PLAN**



**AMENDMENT NO. 2 TO  
FIRST AMENDED AND RESTATED TIER 1 DEVELOPMENT AGREEMENT  
RELATIVE TO THE FOLSOM SOUTH SPECIFIC PLAN  
(Easton Valley Holdings, LLC)**

This Amendment No. 2 to First Amended and Restated Tier 1 Development Agreement (“Amendment No. 2”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between the City of Folsom (“City”), and Easton Valley Holdings, LLC (“Landowner”), pursuant to the authority of Sections 65864 through 65869.5 of the Government Code of California. All capitalized terms used herein and not otherwise defined herein shall mean and refer to those terms as defined in Section 1.3 of the Restated Development Agreement described below between the parties hereto.

**RECITALS**

A. Restated Development Agreement. The City and Landowner previously entered into that certain First Amended and Restated Tier 1 Development Agreement By and Between the City of Folsom and Landowner Relative to the Folsom South Specific Plan, recorded on July 15, 2014, in the Official Records of the County Recorder of Sacramento County in Book 20140715, Page 0481 (the “Original Restated Development Agreement”). The City and Landowner amended the Original Restated Development Agreement pursuant to that certain Amendment No. 1 to First Amended and Restated Tier 1 Development Agreement, recorded on January 29, 2016 in the Official Records of the County Recorder of Sacramento County in Book 20160129, Page 383 (the “Amendment No. 1”). The Original Restated Development Agreement, as amended by Amendment No. 1, shall be referred to herein as the “Restated Development Agreement.” Section 1.5 of the Restated Development Agreement allows the Restated Development Agreement to be amended from time to time by mutual written consent of the parties.

B. Purpose of Amendment. Toll West Coast LLC (“Toll”), with the support and cooperation of Landowner, is processing a General Plan Amendment, Specific Plan Amendment, Small Lot Vesting Tentative Subdivision Map and Planned Development Permit (the “Toll Project Entitlements”) for development of an active adult community together with traditional residential units, commonly referred to as Toll Brothers at Folsom Ranch (the “Toll Project”). The Toll Project will be developed within portions of the Plan Area located outside of the Landowner’s Property subject to this Restated Development Agreement, commonly referred to as the “Toll Project Property”. In connection with and as part of the approval of the Toll Project Entitlements, the General Plan and Specific Plan Amendments include changes to land uses (the “Ancillary Land Use Changes”) for portions of the Landowner’s Property located outside of the Toll Project Property, commonly referred to as Parcels 66, 68, 70, 74, and 158 and a portion of Parcel 162 (the “Affected Property”); these Ancillary Land Use Changes are acceptable to Landowner. Landowner desires, with this Amendment No. 2, that the Ancillary Land Use Changes for the Affected Property be included within the definition of Entitlements as that term is used throughout the Restated Development Agreement, pursuant to Section 1.5.3 of the Restated Development Agreement.

C. Property. The subject of this Restated Agreement is the Development of the Property. Landowner owns the Property and Landowner represents that all persons holding legal or equitable interests in the Property shall be bound by the Restated Agreement, as amended by this Amendment No. 2.

D. Hearings. On \_\_\_\_\_, 2020, the City Planning Commission, designated as the planning agency for purposes of development agreement review pursuant to Government Code Section 65867, in a duly noticed and conducted public hearing, considered this Amendment No. 2 and recommended that the City Council approve this Amendment No. 2 to the Restated Development Agreement.

E. Environmental Review. On \_\_\_\_\_, 2020, the City Council considered an Addendum to the Specific Plan EIR (the "Addendum") for development of the Property consistent with the Toll Project Entitlements, including the Ancillary Land Use Changes affecting the Affected Property. An Initial Study prepared in support of the Addendum identified mitigation measures to reduce environmental impacts which have been incorporated into the Toll Project and in the terms and conditions of the approved Ancillary Land Use Changes, as reflected by the findings adopted by the City Council concurrently with this Amendment No. 2.

F. No New Impacts Associated with Approval of Amendment. The City Council has determined that the adoption of this Amendment No. 2 involves no new, significant, or substantially more severe impacts not considered in the Specific Plan EIR and Addendum; therefore, no further environmental documents relating to the adoption of this Amendment No. 2 are required.

G. Consistency with General Plan and Specific Plan. Having duly examined and considered this Amendment No. 2, City finds and declares that this Amendment No. 2 is consistent with the General Plan and the Specific Plan, as amended by the Toll Project Entitlements and Ancillary Land Use Changes.

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants, promises, and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed, the parties hereto do hereby agree to amend the Restated Development Agreement as follows:

1. Amendment of Restated Development Agreement. The definition of "Entitlements" in Recital H is hereby amended as follows:

a. Recital H – Entitlements. The term "Entitlements" set forth in Recital H of the Restated Development Agreement is hereby revised to include the Ancillary Land Use Changes for the Affected Property approved by the City Council by Resolution [\_\_\_\_\_]. In consideration thereof, and in accordance with the provisions of Section 1.5.3 of the Restated Development Agreement, Landowner hereby reaffirms its agreement

to abide by the provisions of this Restated Development Agreement, as modified hereby, including any conditions of approval and/or mitigation measures related to the development of the Affected Property, as imposed by the City as part of its approval of the Ancillary Land Use Changes.

b. **4.2.2.1 – Landowner Park Land Credits.** The following paragraph is hereby added to Section 4.2.2.1 of the Restated Development Agreement, as amended by Amendment No. 1 thereto, as follows:

“As part of the Toll Project Entitlements and Ancillary Land Use Changes, 10 acres of neighborhood park property previously planned within the Toll Project Property are being relocated to other parcels within the Plan Area, consisting of an 8-acre-expansion of a local park site planned for Parcel 20B, which will change that park from a local to a neighborhood park, and a 2-acre expansion of a local park site planned for Parcel 66 (owned by Landowner), as more particularly shown on **Exhibit 4.2.2.1** attached hereto (collectively, the “Relocated/Expanded Park Sites”). Landowner and City acknowledge and agree that, notwithstanding such relocation and expansion, the park dedication fee credits under the SPIF associated with the dedication of the Relocated/Expanded Park Sites are intended to and shall continue to accrue to the benefit of the Toll Project and be used solely to provide neighborhood park dedication fee credits in connection with development of the Toll Project Property. Landowner, as the owner of the 2-acre park expansion for Parcel 66, shall work with the City and Toll to enter into a park dedication fee credit agreement in the form required by the SPIF Fee Program (the “Park Dedication Fee Credit Agreement”), to document the allocation to Toll solely for development of the Toll Project of the 2-acres of additional park fee credits associated with the dedication of the expanded park site for Parcel 66. When Landowner first submits a tentative large lot subdivision map application for any portion of the Property that includes the expanded park parcel described above, the map shall include the expanded 3.1-acre local park parcel described above, consistent with the Ancillary Land Use Changes, conditions of approval, and/or mitigation measures related to the development of the Other Affected Property imposed by the City as part of its approval of the Ancillary Land Use Changes, as well as any applicable Toll Project Conditions. The City agrees not to enter into any Park Dedication Fee Credit Agreement related to the dedication of the Relocated/Expanded Park Sites unless such Agreement expressly provides that the 2-acres of park land fee credits associated with the planned 2-acre expansion of park land for Parcel 66 belong solely to Toll for development of the Toll Project.”

2. **Effect of Amendment.** This Amendment No. 2 amends, but does not replace or supersede, the Restated Development Agreement. In the event of any conflict, the language of this Amendment No. 2 shall be controlling in all events or circumstances. Except as modified hereby, all other terms and provisions of the Restated Development Agreement shall remain in full force and effect.

3. **Form of Amendment; Execution in Counterparts.** This Amendment No. 2 is executed in duplicate originals, each of which is deemed to be an original, and may be executed in counterparts.

IN WITNESS WHEREOF, the City of Folsom has authorized the execution of this Restated Agreement in duplicate by its Mayor, and attested to by the City Clerk under the authority of Ordinance No. \_\_\_\_\_ adopted by the City Council on the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**CITY:**

**CITY OF FOLSOM,  
a municipal corporation**

\_\_\_\_\_  
Sarah Aquino, Mayor

**APPROVED AS TO CONTENT:**

\_\_\_\_\_  
Elaine Andersen, City Manager

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Steven Wang, City Attorney

**ATTEST:**

\_\_\_\_\_  
Christa Freemantle, City Clerk

**LANDOWNER:**

**EASTON VALLEY HOLDINGS, LLC,  
a Delaware Limited Liability Company**

By: HBT Carpenter, LLC,  
a Delaware Limited Liability Company  
Its Managing Member

By: \_\_\_\_\_

William B. Bunce

Its: Manager

**ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of \_\_\_\_\_  
County of \_\_\_\_\_

On \_\_\_\_\_, 2020, before me, \_\_\_\_\_  
(Here insert Name and Title of Officer)

personally appeared \_\_\_\_\_,  
Name(s) of Signer(s)

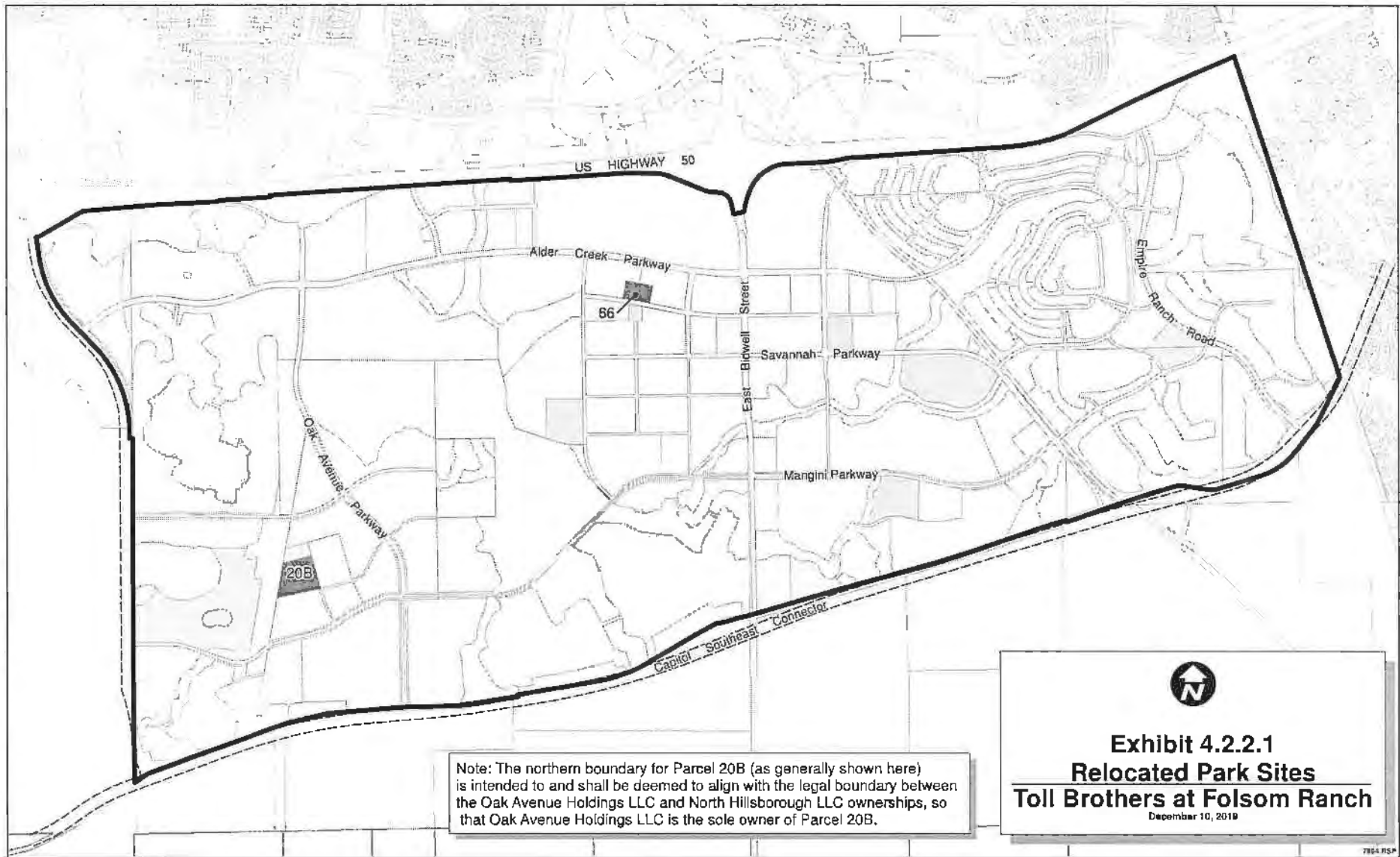
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
NOTARY PUBLIC SIGNATURE

NOTARY PUBLIC SEAL #



Note: The northern boundary for Parcel 20B (as generally shown here) is intended to and shall be deemed to align with the legal boundary between the Oak Avenue Holdings LLC and North Hillsborough LLC ownerships, so that Oak Avenue Holdings LLC is the sole owner of Parcel 20B.

  
**Exhibit 4.2.2.1**  
**Relocated Park Sites**  
**Toll Brothers at Folsom Ranch**  
December 10, 2019

## Attachment 6

Amendment No. 2 to the First Amended and Restated Tier 1  
Development Agreement by and between the City of Folsom,  
Oak Avenue Holdings, LLC, and Toll West Coast, LLC  
relative to the Folsom South Specific Plan

FOR THE BENEFIT OF THE CITY OF FOLSOM  
PURSUANT TO GOVERNMENT CODE §6103

RECORDING REQUESTED BY CITY CLERK

WHEN RECORDED MAIL TO:

City Clerk  
City of Folsom  
50 Natoma Street  
Folsom, CA 95630

Exempt from Recording Fees - Govt Code 27383

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

**AMENDMENT NO. 2 TO  
FIRST AMENDED AND RESTATED TIER 1 DEVELOPMENT AGREEMENT  
BY AND BETWEEN THE CITY OF FOLSOM,  
OAK AVENUE HOLDINGS, LLC AND  
TOLL WEST COAST LLC  
RELATIVE TO THE FOLSOM SOUTH SPECIFIC PLAN**



**AMENDMENT NO. 2 TO  
FIRST AMENDED AND RESTATED TIER 1 DEVELOPMENT AGREEMENT  
RELATIVE TO THE FOLSOM SOUTH SPECIFIC PLAN  
(Oak Avenue Holdings, LLC)**

This Amendment No. 2 to First Amended and Restated Tier 1 Development Agreement ("Amendment No. 2") is entered into this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between the City of Folsom ("City"), Oak Avenue Holdings, LLC ("Landowner") and Toll West Coast LLC ("Toll") pursuant to the authority of Sections 65864 through 65869.5 of the Government Code of California. All capitalized terms used herein and not otherwise defined herein shall mean and refer to those terms as defined in Section 1.3 of the Restated Development Agreement described below between the parties hereto.

**RECITALS**

A. Restated Development Agreement. The City and Landowner previously entered into that certain First Amended and Restated Tier 1 Development Agreement By and Between the City of Folsom and Landowner Relative to the Folsom South Specific Plan, recorded on July 15, 2014, in the Official Records of the County Recorder of Sacramento County in Book 20140715, Page 0552 (the "Original Restated Development Agreement"). The City and Landowner amended the Original Restated Development Agreement pursuant to that certain Amendment No. 1 to First Amended and Restated Tier 1 Development Agreement, recorded on July 11, 2017 in the Official Records of the County Recorder of Sacramento County, Document No. 201707110163 (the "Amendment No. 1"). The Original Restated Development Agreement, as amended by Amendment No. 1, shall be referred to herein as the "Restated Development Agreement. Section 1.5 of the Restated Development Agreement allows the Restated Development Agreement to be amended from time to time by mutual written consent of the parties.

B. Purpose of Amendment. Toll, with the support and cooperation of Landowner, is processing a General Plan Amendment, Specific Plan Amendment, Small Lot Vesting Tentative Subdivision Map and Planned Development Permit (the "Toll Project Entitlements") for development of an active adult community together with traditional residential units, commonly referred to as Toll Brothers at Folsom Ranch (the "Toll Project"). The Toll Project will be developed within the portion of the Property described in Exhibit A and shown in Exhibit A-1 attached hereto (the "Toll Project Property"). In connection with and as part of the approval of the Toll Project Entitlements, the General Plan and Specific Plan Amendments include changes to land uses (the "Ancillary Land Use Changes") for portions of the Property located outside of the Toll Project Property commonly referred to as Parcel 20A (the "Other Affected Property"); these Ancillary Land Use Changes are acceptable to Landowner. Toll and Landowner desire, with this Amendment No. 2, that the Toll Project Entitlements for the Toll Project Property, including the conditions of approval and mitigation measures related to the development thereof (the "Toll Project Conditions"), and the Ancillary Land Use Changes for the Other Affected Property, be included within the definition of Entitlements

as that term is used throughout the Restated Development Agreement, pursuant to Section 1.5.3 of the Restated Development Agreement.

C. Property. The subject of this Restated Agreement is the Development of the Property. Landowner owns the Property, Toll has the contractual right to acquire the Toll Project Property portion thereof from Landowner, and Landowner and Toll represent that all persons holding legal or equitable interests in the Property shall be bound by the Restated Agreement, as amended by this Amendment No. 2.

D. Hearings. On \_\_\_\_\_, 2020, the City Planning Commission, designated as the planning agency for purposes of development agreement review pursuant to Government Code Section 65867, in a duly noticed and conducted public hearing, considered this Amendment No. 2 and recommended that the City Council approve this Amendment No. 2 to the Restated Development Agreement.

E. Environmental Review. On \_\_\_\_\_, 2020, the City Council considered an Addendum to the Specific Plan EIR (the "Addendum") for development of the Property consistent with the Toll Project Entitlements. An Initial Study prepared in support of the Addendum identified mitigation measures to reduce environmental impacts which have been incorporated into the Toll Project and in the terms and conditions of the approved Toll Project Entitlements, as reflected by the findings adopted by the City Council concurrently with this Amendment No. 2.

F. No New Impacts Associated with Approval of Amendment. The City Council has determined that the adoption of this Amendment No. 2 involves no new, significant, or substantially more severe impacts not considered in the Specific Plan EIR and Addendum; therefore, no further environmental documents relating to the adoption of this Amendment No. 2 are required.

G. Consistency with General Plan and Specific Plan. Having duly examined and considered this Amendment No. 2, City finds and declares that this Amendment No. 2 is consistent with the General Plan and the Specific Plan, as amended by the Toll Project Entitlements.

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants, promises, and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed, the parties hereto do hereby agree to amend the Restated Development Agreement as follows:

1. Amendment of Restated Development Agreement. The definition of "Entitlements" in Recital H is hereby amended as follows:

a. Recital H – Entitlements. The term "Entitlements" set forth in Recital H of the Restated Development Agreement is hereby revised to include the Toll Project Entitlements for the Toll Project Property and the Ancillary Land Use Changes for the Other Affected Property approved by the City Council by Resolution [\_\_\_\_\_].

In consideration thereof, and in accordance with the provisions of Section 1.5.3 of the Restated Development Agreement, Landowner hereby reaffirms its agreement to abide by the provisions of this Restated Development Agreement, as modified hereby, including the conditions of approval and mitigation measures related to the development of the Toll Project within the Toll Project Property (the "Toll Project Conditions"), as imposed by the City as part of its approval of the Toll Project Entitlements, and any conditions of approval and/or mitigation measures related to the development of the Other Affected Property, as imposed by the City as part of its approval of the Ancillary Land Use Changes.

b. 4.2.2.1 – **Landowner Park Land Credits.** The following paragraph is hereby added to Section 4.2.2.1 of the Restated Development Agreement, as amended by Amendment No. 1 thereto, as follows:

"As part of the Toll Project Entitlements and Ancillary Land Use Changes, 10 acres of neighborhood park property previously planned within the Toll Project Property are being relocated to other parcels within the Plan Area, consisting of an 8-acre expansion of a local park site planned for Parcel 20B, which will change that park from a local to a neighborhood park, and a 2-acre expansion of a local park site planned for Parcel 66, as more particularly shown on **Exhibit 4.2.2.1** attached hereto (collectively, the "Relocated/Expanded Park Sites"). Landowner and City acknowledge and agree that, notwithstanding such relocation and expansion, the park dedication fee credits under the SPIF associated with the dedication of the Relocated/Expanded Park Sites are intended to and shall continue to accrue to the benefit of the Toll Project and be used solely to provide park dedication fee credits in connection with development of the Toll Project Property. Landowner and Toll, together with the owners of the Relocated/Expanded Park Sites, shall work with the City to enter into a park dedication fee credit agreement in the form required by the SPIF Fee Program (the "Park Dedication Fee Credit Agreement"), to document the allocation to Toll solely for development of the Toll Project of the 10-acres of park fee credits associated with the dedication of the Relocated/Expanded Park Sites.

When Landowner first submits a tentative large lot subdivision map application for any portion of the Property that includes the expanded park parcel described above, the map shall include the expanded 10.3-acre neighborhood park parcel described above, consistent with the Ancillary Land Use Changes, conditions of approval, and/or mitigation measures related to the development of the Other Affected Property imposed by the City as part of its approval of the Ancillary Land Use Changes, as well as any applicable Toll Project Conditions. The City agrees not to enter into any Park Dedication Fee Credit Agreement related to the dedication of the Relocated/Expanded Park Sites unless such Agreement expressly provides that the 10-acres of park land fee credits associated with the planned dedications of the 8 acres of expanded park land for Parcel 20B and the 2 acres of expanded

park land for Parcel 66 belong solely to Toll for development of the Toll Project.”

2. **Effect of Amendment.** This Amendment No. 2 amends, but does not replace or supersede, the Restated Development Agreement. In the event of any conflict, the language of this Amendment No. 2 shall be controlling in all events or circumstances. Except as modified hereby, all other terms and provisions of the Restated Development Agreement shall remain in full force and effect.

3. **Automatic Assumption of Toll Project Entitlements/Conditions Upon Conveyance of Toll Project Property to Toll.** Upon conveyance of the Toll Project Property described in **Exhibit A** hereto by grant deed from Landowner to Toll, in consideration of Toll signing as party to this Amendment No. 2 and agreeing to the terms hereof, Toll shall automatically assume all rights, title, interest, burdens and obligations of “Landowner” under the Restated Development Agreement, as amended hereby, with respect to development of the Toll Project Property accruing on or after the conveyance of the Toll Project Property to Toll. Toll shall thereby automatically assume and be solely responsible for complying with and satisfying all conditions of approval and mitigation measures related to the development of the Toll Project Property consistent with the Toll Project Entitlements and the terms of the Restated Development Agreement, as amended hereby, including without limitation, the Toll Project Conditions related thereto as applied to the Toll Project Property, which accrue on or after the conveyance of the Toll Project Property to Toll. Furthermore, upon such conveyance, Oak Avenue Holdings, LLC, as Landowner, shall be released from any burdens or obligations to comply with any of the provisions of the Restated Development Agreement, as amended hereby, related to the development of the Toll Project Property, including without limitation the Toll Project Conditions related thereto which accrue on or after the conveyance of the Toll Project Property to Toll. Oak Avenue Holdings, LLC, shall retain all rights, title, interest, burdens and obligations under the Restated Development Agreement, as amended hereby, with respect to the remainder of the Property, including the changes in land uses associated with the Ancillary Land Use Approvals for the Other Affected Property therein. Landowner acknowledges that, until the Toll Project Property is conveyed to Toll, Landowner shall be solely obligated to comply with the terms and conditions of the Toll Project Entitlements, including the Toll Project Conditions related thereto, in connection with any development of the Toll Project Property.

Upon the conveyance of the Toll Project Property from Landowner to Toll, Landowner shall provide written notice thereof to the City, together with a conformed copy of the grant deed related thereto. Upon receipt of such notice, for purposes of Section 7.5 of the Restated Agreement, the Notice Address for Landowner with respect to the Toll Project Property shall be as follows:

Toll West Coast LLC  
c/o Toll Brothers  
2330 E. Bidwell Street  
Folsom, CA 95630  
Attn: Greg Van Dam, P.E.  
Director of Land Development

Email: gvandam@tollbrothers.com

4. **Form of Amendment: Execution in Counterparts.** This Amendment No. 2 is executed in duplicate originals, each of which is deemed to be an original, and may be executed in counterparts.

IN WITNESS WHEREOF, the City of Folsom has authorized the execution of this Restated Agreement in duplicate by its Mayor, and attested to by the City Clerk under the authority of Ordinance No. \_\_\_\_\_ adopted by the City Council on the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**CITY:**

**LANDOWNER:**

**CITY OF FOLSOM,  
a municipal corporation**

**OAK AVENUE HOLDINGS, LLC  
a Delaware Limited Liability Company**

\_\_\_\_\_  
Sarah Aquino, Mayor

By: HBT Hillsborough, LLC  
a Delaware Limited Liability Company  
Its Managing Member

**APPROVED AS TO CONTENT:**

\_\_\_\_\_  
Elaine Andersen, City Manager

By: \_\_\_\_\_  
William B. Bunce  
Its: Manager

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Steven Wang, City Attorney

**TOLL:**

**TOLL WEST COAST LLC,  
a Delaware Limited Liability Company**

**ATTEST:**

\_\_\_\_\_  
Christa Freemantle, City Clerk

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of \_\_\_\_\_  
County of \_\_\_\_\_

On \_\_\_\_\_, 2020, before me, \_\_\_\_\_  
(Here insert Name and Title of Officer)

personally appeared \_\_\_\_\_,  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
NOTARY PUBLIC SIGNATURE

NOTARY PUBLIC SEAL

**EXHIBIT "A"**  
**DESCRIPTION OF LANDS OF OAK AVENUE HOLDINGS, LLC**

All that real property situated in the City of Folsom, County of Sacramento, State of California located within Sections 19 and 20, Township 9 North, Range 8 East, Mount Diablo Meridian, being a portion of the Lands of Oak Avenue Holdings, LLC, a Delaware limited liability company as described in that certain Grant Deed recorded May 30, 2019 in Document #201905301373, Official Records of Sacramento County, being further described as follows:

Resultant Parcel 5A as shown and so designated on Exhibit "C" and Exhibit "C-1" in that certain Grant Deed recorded May 30, 2019 in Document #201905301373, Official Records of Sacramento County.

Containing 79.99 acres of land, more or less.

*See Exhibit "A-1", plat to accompany description, attached hereto and made a part hereof.*

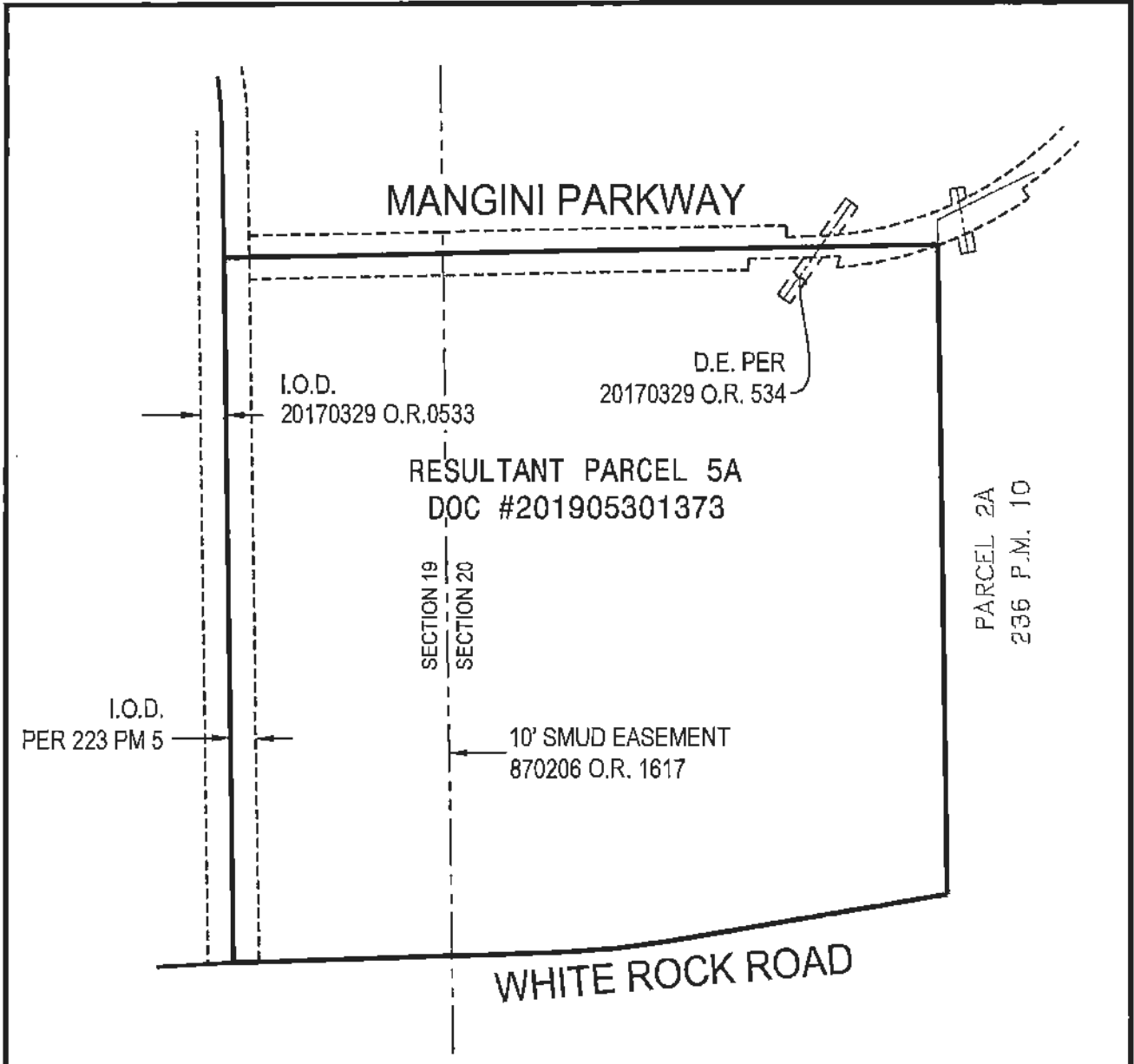
This legal description was prepared by me or under my supervision pursuant to Section 8729 (2) of the Professional Land Surveyors Act.

Robert M. Plank, PLS 5760  
License Expiration Date: 06-30-2020



Date: \_\_\_\_\_

Description prepared by:  
**MACKAY & SOMPS CIVIL ENGINEERS, INC.**  
1025 Creekside Ridge Drive, Suite 150, Roseville, CA 95678  
P:\7964\survey-MS\mapping\desc\MANGINI RANCH WEST\roll bros\DESC-res pcl 5A- Oak Ave  
LLA.docx



SHEET X OF X



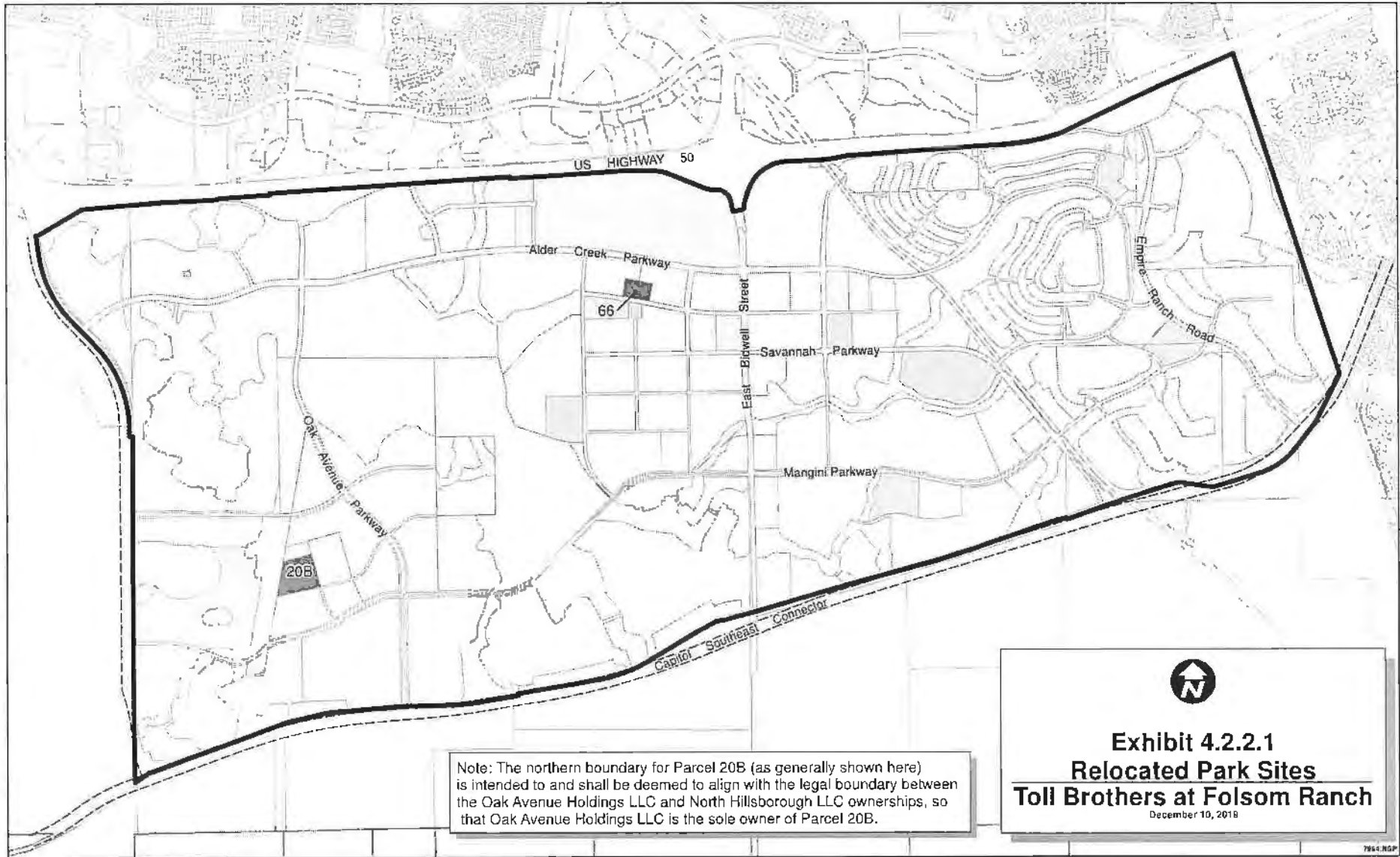
EXHIBIT "A-1"  
 RESULTANT PARCEL 5A  
 MANGINI RANCH WEST  
 PART OF SECTIONS 19 & 20, T.9 N., R. 8 E., M.D.M.  
 CITY OF FOLSOM  
 COUNTY OF SACRAMENTO STATE OF CALIFORNIA

**MACKAY & SOMPS**  
 ENGINEERS PLANNERS SURVEYORS  
 1026 Crocker-Hale Ridge Drive, Suite 150, Roseville, CA 95678 (916) 773-1189

IF A DISCREPANCY EXISTS BETWEEN THIS EXHIBIT AND THE ASSOCIATED DESCRIPTION, THE DESCRIPTION HOLDS. THIS EXHIBIT IS FOR GRAPHIC PURPOSES ONLY.

RMP	1"= 400'	10/18/19	7964.RSP.TB1
DRAWN BY	SCALE	DATE	JOB NO.





Note: The northern boundary for Parcel 20B (as generally shown here) is intended to and shall be deemed to align with the legal boundary between the Oak Avenue Holdings LLC and North Hillsborough LLC ownerships, so that Oak Avenue Holdings LLC is the sole owner of Parcel 20B.

  
**Exhibit 4.2.2.1**  
**Relocated Park Sites**  
**Toll Brothers at Folsom Ranch**  
December 10, 2018

## Attachment 7

Amendment No. 2 to the First Amended and Restated Tier 1 Development Agreement by and between the City of Folsom, West Scott Road, LLC, and Toll West Coast, LLC relative to the Folsom South Specific Plan

FOR THE BENEFIT OF THE CITY OF FOLSOM  
PURSUANT TO GOVERNMENT CODE §6103

RECORDING REQUESTED BY CITY CLERK

WHEN RECORDED MAIL TO:

City Clerk  
City of Folsom  
50 Natoma Street  
Folsom, CA 95630

Exempt from Recording Fees - Govt Code 27383

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

**AMENDMENT NO. 2 TO  
FIRST AMENDED AND RESTATED TIER 1 DEVELOPMENT AGREEMENT  
BY AND BETWEEN THE CITY OF FOLSOM,  
WEST SCOTT ROAD, LLC AND  
TOLL WEST COAST LLC  
RELATIVE TO THE FOLSOM SOUTH SPECIFIC PLAN**

**AMENDMENT NO. 2 TO  
FIRST AMENDED AND RESTATED TIER 1 DEVELOPMENT AGREEMENT  
RELATIVE TO THE FOLSOM SOUTH SPECIFIC PLAN  
(West Scott Road, LLC)**

This Amendment No. 2 to First Amended and Restated Tier 1 Development Agreement ("Amendment No. 2") is entered into this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between the City of Folsom ("City"), West Scott Road, LLC ("Landowner") and Toll West Coast LLC ("Toll") pursuant to the authority of Sections 65864 through 65869.5 of the Government Code of California. All capitalized terms used herein and not otherwise defined herein shall mean and refer to those terms as defined in Section 1.3 of the Restated Development Agreement described below between the parties hereto.

**RECITALS**

A. Restated Development Agreement. The City and Landowner previously entered into that certain First Amended and Restated Tier 1 Development Agreement By and Between the City of Folsom and Landowner Relative to the Folsom South Specific Plan, recorded on July 15, 2014, in the Official Records of the County Recorder of Sacramento County in Book 20140715, Page 0344 (the "Original Restated Development Agreement"). The City and Landowner amended the Original Restated Development Agreement pursuant to that certain Amendment No. 1 to First Amended and Restated Tier 1 Development Agreement, recorded on January 29, 2016 in the Official Records of the County Recorder of Sacramento County in Book 20160129, Page 380 (the "Amendment No. 1"). The Original Restated Development Agreement, as amended by Amendment No. 1, shall be referred to herein as the "Restated Development Agreement". Section 1.5 of the Restated Development Agreement allows the Restated Development Agreement to be amended from time to time by mutual written consent of the parties.

B. Purpose of Amendment. Toll, with the support and cooperation of Landowner, is processing a General Plan Amendment, Specific Plan Amendment, Small Lot Vesting Tentative Subdivision Map and Planned Development Permit (the "Toll Project Entitlements") for development of an active adult community together with traditional residential units, commonly referred to as Toll Brothers at Folsom Ranch (the "Toll Project"). The Toll Project will be developed within the portion of the Property described in **Exhibit A** and shown in **Exhibit A-1** attached hereto (the "Toll Project Property"). Toll and Landowner desire, with this Amendment No. 2, that the Toll Project Entitlements for the Toll Project Property, including the conditions of approval and mitigation measures related to the development thereof (the "Toll Project Conditions"), be included within the definition of Entitlements as that term is used throughout the Restated Development Agreement, pursuant to Section 1.5.3 of the Restated Development Agreement.

C. Property. The subject of this Restated Agreement is the Development of the Property. Landowner owns the Property, Toll has the contractual right to acquire the Toll Project Property portion thereof from Landowner, and Landowner and Toll represent

that all persons holding legal or equitable interests in the Property shall be bound by the Restated Agreement, as amended by this Amendment No. 2.

D. Hearings. On \_\_\_\_\_, 2020, the City Planning Commission, designated as the planning agency for purposes of development agreement review pursuant to Government Code Section 65867, in a duly noticed and conducted public hearing, considered this Amendment No. 2 and recommended that the City Council approve this Amendment No. 2 to the Restated Development Agreement.

E. Environmental Review. On \_\_\_\_\_, 2020, the City Council considered an Addendum to the Specific Plan EIR (the "Addendum") for development of the Property consistent with the Toll Project Entitlements. An Initial Study prepared in support of the Addendum identified mitigation measures to reduce environmental impacts which have been incorporated into the Toll Project and in the terms and conditions of the approved Toll Project Entitlements, as reflected by the findings adopted by the City Council concurrently with this Amendment No. 2.

F. No New Impacts Associated with Approval of Amendment. The City Council has determined that the adoption of this Amendment No. 2 involves no new, significant, or substantially more severe impacts not considered in the Specific Plan EIR and Addendum; therefore, no further environmental documents relating to the adoption of this Amendment No. 2 are required.

G. Consistency with General Plan and Specific Plan. Having duly examined and considered this Amendment No. 2, City finds and declares that this Amendment No. 2 is consistent with the General Plan and the Specific Plan, as amended by the Toll Project Entitlements.

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants, promises, and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed, the parties hereto do hereby agree to amend the Restated Development Agreement as follows:

1. Amendment of Restated Development Agreement. The definition of "Entitlements" in Recital H is hereby amended as follows:

a. Recital H – Entitlements. The term "Entitlements" set forth in Recital H of the Restated Development Agreement is hereby revised to include the Toll Project Entitlements for the Toll Project Property approved by the City Council by Resolution [\_\_\_\_\_]. In consideration thereof, and in accordance with the provisions of Section 1.5.3 of the Restated Development Agreement, Landowner hereby reaffirms its agreement to abide by the provisions of this Restated Development Agreement, as modified hereby, including the conditions of approval and mitigation measures related to the development of the Toll Project within the Toll Project Property (the "Toll Project Conditions"), as imposed by the City as part of its approval of the Toll Project Entitlements.

b. 4.2.2.1 – **Landowner Park Land Credits**. The following paragraph is hereby added to Section 4.2.2.1 of the Restated Development Agreement, as amended by Amendment No. 1 thereto, as follows:

“As part of the Toll Project Entitlements, 10 acres of neighborhood park property previously planned within the Toll Project Property are being relocated to other parcels within the Plan Area, consisting of an 8-acre expansion of a local park site planned for Parcel 20B, which will change that park from a local to a neighborhood park, and a 2-acre expansion of a local park site planned for Parcel 66, as more particularly shown on **Exhibit 4.2.2.1** attached hereto (collectively, the “Relocated/Expanded Park Sites”). Landowner and City acknowledge and agree that, notwithstanding such relocation and expansion, the park dedication fee credits under the SPIF associated with the dedication of the Relocated/Expanded Park Sites are intended to and shall continue to accrue to the benefit of the Toll Project and be used solely to provide park dedication fee credits in connection with development of the Toll Project Property. Landowner and Toll, together with the owners of the Relocated/Expanded Park Sites, shall work with the City to enter into a park dedication fee credit agreement in the form required by the SPIF Fee Program (the “Park Dedication Fee Credit Agreement”), to document the allocation to Toll solely for development of the Toll Project of the 10-acres of park fee credits associated with the dedication of the Relocated/Expanded Park Sites. The City agrees not to enter into any Park Dedication Fee Credit Agreement related to the dedication of the Relocated/Expanded Park Sites unless such Agreement expressly provides that the 10-acres of park land fee credits associated with the planned dedications of the 8 acres of expanded park land for Parcel 20B and the 2 acres of expanded park land for Parcel 66 belong solely to Toll for development of the Toll Project.”

2. **Effect of Amendment**. This Amendment No. 2 amends, but does not replace or supersede, the Restated Development Agreement. In the event of any conflict, the language of this Amendment No. 2 shall be controlling in all events or circumstances. Except as modified hereby, all other terms and provisions of the Restated Development Agreement shall remain in full force and effect.

3. **Automatic Assumption of Toll Project Entitlements/Conditions Upon Conveyance of Toll Project Property to Toll**. Upon conveyance of the Toll Project Property described in **Exhibit A** hereto by grant deed from Landowner to Toll, in consideration of Toll signing as party to this Amendment No. 2 and agreeing to the terms hereof, Toll shall automatically assume all rights, title, interest, burdens and obligations of “Landowner” under the Restated Development Agreement, as amended hereby, with respect to development of the Toll Project Property accruing on or after the conveyance

of the Toll Project Property to Toll. Toll shall thereby automatically assume and be solely responsible for complying with and satisfying all conditions of approval and mitigation measures related to the development of the Toll Project Property consistent with the Toll Project Entitlements and the terms of the Restated Development Agreement, as amended hereby, including without limitation, the Toll Project Conditions related thereto as applied to the Toll Project Property, which accrue on or after the conveyance of the Toll Project Property to Toll. Furthermore, upon such conveyance, West Scott Road, LLC, as Landowner, shall be released from any burdens or obligations to comply with any of the provisions of the Restated Development Agreement, as amended hereby, related to the development of the Toll Project Property, including without limitation the Toll Project Conditions related thereto which accrue on or after the conveyance of the Toll Project Property to Toll. West Scott Road, LLC, shall retain all rights, title, interest, burdens and obligations under the Restated Development Agreement, as amended hereby, with respect to the remainder of the Property. Landowner acknowledges that, until the Toll Project Property is conveyed to Toll, Landowner shall be solely obligated to comply with the terms and conditions of the Toll Project Entitlements, including the Toll Project Conditions related thereto, in connection with any development of the Toll Project Property.

Upon the conveyance of the Toll Project Property from Landowner to Toll, Landowner shall provide written notice thereof to the City, together with a conformed copy of the grant deed related thereto. Upon receipt of such notice, for purposes of Section 7.5 of the Restated Agreement, the Notice Address for Landowner with respect to the Toll Project Property shall be as follows:

Toll West Coast LLC  
c/o Toll Brothers  
2330 E. Bidwell Street  
Folsom, CA 95630  
Attn: Greg Van Dam, P.E.  
Director of Land Development  
Email: gvandam@tollbrothers.com

4. **Form of Amendment; Execution in Counterparts.** This Amendment No. 2 is executed in duplicate originals, each of which is deemed to be an original, and may be executed in counterparts.

IN WITNESS WHEREOF, the City of Folsom has authorized the execution of this Restated Agreement in duplicate by its Mayor, and attested to by the City Clerk under the authority of Ordinance No. \_\_\_\_\_ adopted by the City Council on the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**CITY:**

**CITY OF FOLSOM,  
a municipal corporation**

\_\_\_\_\_  
Sarah Aquino, Mayor

**APPROVED AS TO CONTENT:**

\_\_\_\_\_  
Elaine Andersen, City Manager

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Steven Wang, City Attorney

**ATTEST:**

\_\_\_\_\_  
Christa Freemantle, City Clerk

**LANDOWNER:**

**WEST SCOTT ROAD, LLC  
a Delaware Limited Liability Company**

By: HBT Mangini, LLC  
a Delaware Limited Liability Company  
Its Managing Member

By: \_\_\_\_\_  
William B. Bunce  
Its: Manager

**TOLL:**

**TOLL WEST COAST LLC,  
a Delaware Limited Liability Company**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



**ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of \_\_\_\_\_  
County of \_\_\_\_\_

On \_\_\_\_\_, 2020, before me, \_\_\_\_\_  
(Here insert Name and Title of Officer)

personally appeared \_\_\_\_\_,  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
NOTARY PUBLIC SIGNATURE

NOTARY PUBLIC SEAL

**EXHIBIT "A"**  
**DESCRIPTION OF LANDS OF WEST SCOTT ROAD LLC**

All that real property situated in the City of Folsom, County of Sacramento, State of California located within Sections 17 and 20, Township 9 North, Range 8 East, Mount Diablo Meridian, being further described as follows:

Parcel 2 as shown and so designated on that certain Parcel Map filed for record June 3, 2019 in Book 236 of Parcel Maps, at Page 9, Sacramento County Records.

Containing 34.21 acres of land, more or less.

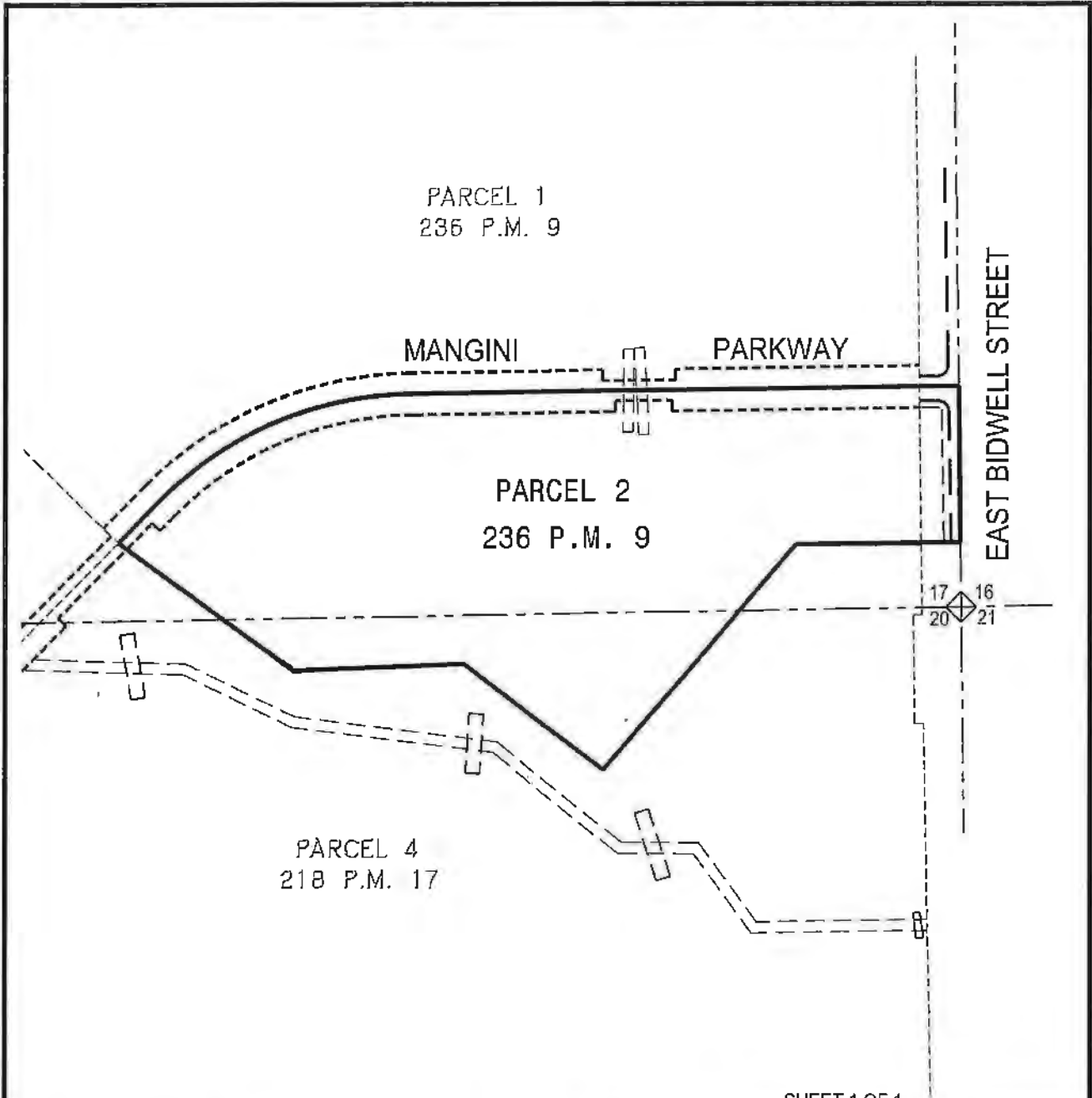
*See Exhibit "A-1", plat to accompany description, attached hereto and made a part hereof.*

This legal description was prepared by me or under my supervision pursuant to Section 8729 (2) of the Professional Land Surveyors Act.

Robert M. Plank, PLS 5760  
License Expiration Date: 06-30-2020



Date: \_\_\_\_\_



SHEET 1 OF 1

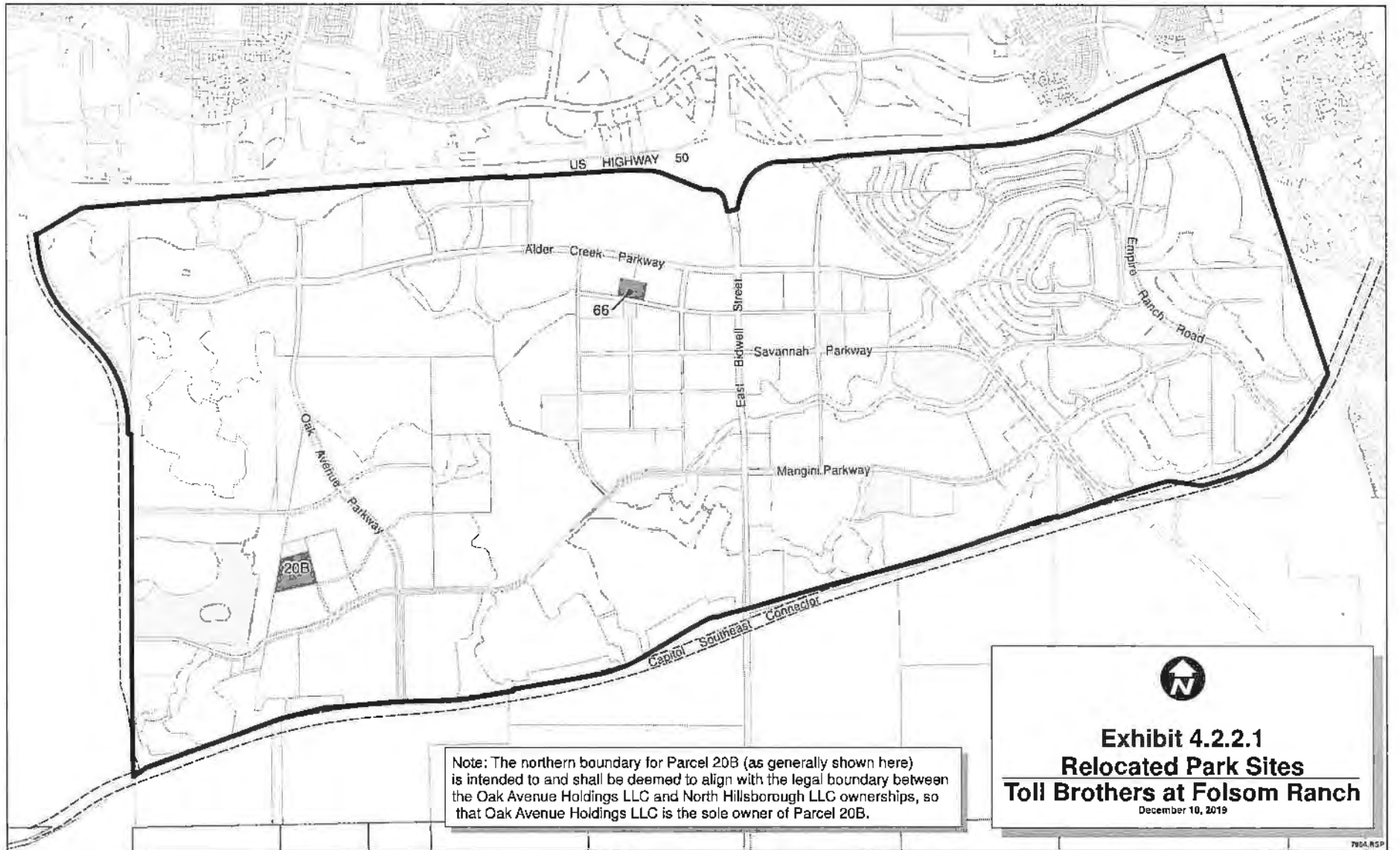


EXHIBIT "A-1"  
 PARCEL 2, 236 P.M. 9  
 MANGINI RANCH WEST  
 PART OF SECTIONS 17 & 20, T.9 N., R. 8 E., M.D.M.  
 CITY OF FOLSOM  
 COUNTY OF SACRAMENTO STATE OF CALIFORNIA

**MACKEY & SOMPS**  
 ENGINEERS PLANNERS SURVEYORS  
 1025 Creekside Ridge Drive, Suite 150, Roseville, CA 95678 (916) 773-1189

IF A DISCREPANCY EXISTS BETWEEN THIS EXHIBIT AND THE ASSOCIATED DESCRIPTION, THE DESCRIPTION HOLDS. THIS EXHIBIT IS FOR GRAPHIC PURPOSES ONLY.

RMP	1"= 400'	10/18/19	7964.RSP.TB1
DRAWN BY	SCALE	DATE	JOB NO.



Note: The northern boundary for Parcel 20B (as generally shown here) is intended to and shall be deemed to align with the legal boundary between the Oak Avenue Holdings LLC and North Hillsborough LLC ownerships, so that Oak Avenue Holdings LLC is the sole owner of Parcel 20B.

  
**Exhibit 4.2.2.1**  
**Relocated Park Sites**  
**Toll Brothers at Folsom Ranch**  
December 10, 2019

## Attachment 8

Amendment No. 3 to the First Amended and Restated Tier 1 Development Agreement by and between the City of Folsom, Folsom Real Estates South, LLC, and Toll West Coast, LLC relative to the Folsom South Specific Plan

FOR THE BENEFIT OF THE CITY OF FOLSOM  
PURSUANT TO GOVERNMENT CODE §6103

RECORDING REQUESTED BY CITY CLERK

WHEN RECORDED MAIL TO:

City Clerk  
City of Folsom  
50 Natoma Street  
Folsom, CA 95630

Exempt from Recording Fees - Govt Code 27383

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

**AMENDMENT NO. 3 TO  
FIRST AMENDED AND RESTATED TIER 1 DEVELOPMENT AGREEMENT  
BY AND BETWEEN THE CITY OF FOLSOM,  
FOLSOM REAL ESTATE SOUTH, LLC AND  
TOLL WEST COAST LLC  
RELATIVE TO THE FOLSOM SOUTH SPECIFIC PLAN**

**AMENDMENT NO. 3 TO  
FIRST AMENDED AND RESTATED TIER 1 DEVELOPMENT AGREEMENT  
RELATIVE TO THE FOLSOM SOUTH SPECIFIC PLAN  
(Folsom Real Estate South, LLC)**

This Amendment No. 3 to First Amended and Restated Tier 1 Development Agreement ("Amendment No. 3") is entered into this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between the City of Folsom ("City"), Folsom Real Estate South, LLC ("Landowner") and Toll West Coast LLC ("Toll") pursuant to the authority of Sections 65864 through 65869.5 of the Government Code of California. All capitalized terms used herein and not otherwise defined herein shall mean and refer to those terms as defined in Section 1.3 of the Restated Development Agreement described below between the parties hereto.

**RECITALS**

A. Restated Development Agreement. The City and Landowner previously entered into that certain First Amended and Restated Tier 1 Development Agreement By and Between the City of Folsom and Landowner Relative to the Folsom South Specific Plan, recorded on July 15, 2014, in the Official Records of the County Recorder of Sacramento County in Book 20140715, Page 0426 (the "Original Restated Development Agreement"). The City and Landowner amended the Original Restated Development Agreement pursuant to that certain Amendment No. 1 to First Amended and Restated Tier 1 Development Agreement, recorded on January 29, 2016 in the Official Records of the County Recorder of Sacramento County in Book 20160129, Page 381 (the "Amendment No. 1") and that certain Amendment No. 2 to First Amended and Restated Tier 1 Development Agreement, recorded on January 29, 2016 in the Official Records of the County Recorder of Sacramento County in Book 20160129, Page 382 (the "Amendment No. 2"). The Original Restated Development Agreement, as amended by Amendment No. 1 and Amendment No. 2, shall be referred to herein as the "Restated Development Agreement". Section 1.5 of the Restated Development Agreement allows the Restated Development Agreement to be amended from time to time by mutual written consent of the parties.

B. Purpose of Amendment. Toll, with the support and cooperation of Landowner, is processing a General Plan Amendment, Specific Plan Amendment, Small Lot Vesting Tentative Subdivision Map and Planned Development Permit (the "Toll Project Entitlements") for development of an active adult community together with traditional residential units, commonly referred to as Toll Brothers at Folsom Ranch (the "Toll Project"). The Toll Project will be developed within the portion of the Property described in Exhibit A and shown in Exhibit A-1 attached hereto (the "Toll Project Property"). In connection with and as part of the approval of the Toll Project Entitlements, the General Plan and Specific Plan Amendments include changes to land uses (the "Ancillary Land Use Changes") for portions of the Property located outside of the Toll Project Property commonly referred to as Parcels 73, 137, 155 and 161 and a portion of Parcel 162 (the "Other Affected Property"); these Ancillary Land Use Changes are acceptable to Landowner. Toll and Landowner desire, with this Amendment No. 3, that

the Toll Project Entitlements for the Toll Project Property, including the conditions of approval and mitigation measures related to the development thereof (the "Toll Project Conditions"), and the Ancillary Land Use Changes for the Other Affected Property, be included within the definition of Entitlements as that term is used throughout the Restated Development Agreement, pursuant to Section 1.5.3 of the Restated Development Agreement.

C. Property. The subject of this Restated Agreement is the Development of the Property. Landowner owns the Property, Toll has the contractual right to acquire the Toll Project Property portion thereof from Landowner, and Landowner and Toll represent that all persons holding legal or equitable interests in the Property shall be bound by the Restated Agreement, as amended by this Amendment No. 3.

D. Hearings. On \_\_\_\_\_, 2020, the City Planning Commission, designated as the planning agency for purposes of development agreement review pursuant to Government Code Section 65867, in a duly noticed and conducted public hearing, considered this Amendment No. 3 and recommended that the City Council approve this Amendment No. 3 to the Restated Development Agreement.

E. Environmental Review. On \_\_\_\_\_, 2020, the City Council considered an Addendum to the Specific Plan EIR (the "Addendum") for development of the Property consistent with the Toll Project Entitlements. An Initial Study prepared in support of the Addendum identified mitigation measures to reduce environmental impacts which have been incorporated into the Toll Project and in the terms and conditions of the approved Toll Project Entitlements, as reflected by the findings adopted by the City Council concurrently with this Amendment No. 3.

F. No New Impacts Associated with Approval of Amendment. The City Council has determined that the adoption of this Amendment No. 3 involves no new, significant, or substantially more severe impacts not considered in the Specific Plan EIR and Addendum; therefore, no further environmental documents relating to the adoption of this Amendment No. 3 are required.

G. Consistency with General Plan and Specific Plan. Having duly examined and considered this Amendment No. 3, City finds and declares that this Amendment No. 3 is consistent with the General Plan and the Specific Plan, as amended by the Toll Project Entitlements.

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants, promises, and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed, the parties hereto do hereby agree to amend the Restated Development Agreement as follows:



1. **Amendment of Restated Development Agreement.** The definition of "Entitlements" in Recital H is hereby amended as follows:

a. Recital H – **Entitlements.** The term "Entitlements" set forth in Recital H of the Restated Development Agreement is hereby revised to include the Toll Project Entitlements for the Toll Project Property and the Ancillary Land Use Changes for the Other Affected Property approved by the City Council by Resolution [\_\_\_\_\_]. In consideration thereof, and in accordance with the provisions of Section 1.5.3 of the Restated Development Agreement, Landowner hereby reaffirms its agreement to abide by the provisions of this Restated Development Agreement, as modified hereby, including the conditions of approval and mitigation measures related to the development of the Toll Project within the Toll Project Property (the "Toll Project Conditions"), as imposed by the City as part of its approval of the Toll Project Entitlements, and any conditions of approval and/or mitigation measures related to the development of the Other Affected Property, as imposed by the City as part of its approval of the Ancillary Land Use Changes.

b. 4.2.2.1 – **Landowner Park Land Credits.** The following paragraph is hereby added to Section 4.2.2.1 of the Restated Development Agreement, as amended by Amendment No. 1 thereto, as follows:

"As part of the Toll Project Entitlements and Ancillary Land Use Changes, 10 acres of neighborhood park property previously planned within the Toll Project Property are being relocated to other parcels within the Plan Area, consisting of an 8-acre expansion of a local park site planned for Parcel 20B, which will change that park from a local to a neighborhood park, and a 2-acre expansion of a local park site planned for Parcel 66, as more particularly shown on **Exhibit 4.2.2.1** attached hereto (collectively, the "Relocated/Expanded Park Sites"). Landowner and City acknowledge and agree that, notwithstanding such relocation and expansion, the park dedication fee credits under the SPIF associated with the dedication of the Relocated/Expanded Park Sites are intended to and shall continue to accrue to the benefit of the Toll Project and be used solely to provide park dedication fee credits in connection with development of the Toll Project Property. Landowner and Toll, together with the owners of the Relocated/Expanded Park Sites, shall work with the City to enter into a park dedication fee credit agreement in the form required by the SPIF Fee Program (the "Park Dedication Fee Credit Agreement"), to document the allocation to Toll solely for development of the Toll Project of the 10-acres of park fee credits associated with the dedication of the Relocated/Expanded Park Sites. The City agrees not to enter into any Park Dedication Fee Credit Agreement related to the dedication of the Relocated/Expanded Park Sites unless such Agreement expressly provides that the 10-acres of park land fee credits associated with the planned dedications of the 8 acres of expanded park land for Parcel 20B and the 2 acres of expanded park

land for Parcel 66 belong solely to Toll for development of the Toll Project.”

2. **Effect of Amendment.** This Amendment No. 3 amends, but does not replace or supersede, the Restated Development Agreement. In the event of any conflict, the language of this Amendment No. 3 shall be controlling in all events or circumstances. Except as modified hereby, all other terms and provisions of the Restated Development Agreement shall remain in full force and effect.

3. **Automatic Assumption of Toll Project Entitlements/Conditions Upon Conveyance of Toll Project Property to Toll.** Upon conveyance of the Toll Project Property described in **Exhibit A** hereto by grant deed from Landowner to Toll, in consideration of Toll signing as party to this Amendment No. 3 and agreeing to the terms hereof, Toll shall automatically assume all rights, title, interest, burdens and obligations of “Landowner” under the Restated Development Agreement, as amended hereby, with respect to development of the Toll Project Property accruing on or after the conveyance of the Toll Project Property to Toll. Toll shall thereby automatically assume and be solely responsible for complying with and satisfying all conditions of approval and mitigation measures related to the development of the Toll Project Property consistent with the Toll Project Entitlements and the terms of the Restated Development Agreement, as amended hereby, including without limitation, the Toll Project Conditions related thereto as applied to the Toll Project Property, which accrue on or after the conveyance of the Toll Project Property to Toll. Furthermore, upon such conveyance, Folsom Real Estate South, LLC, as Landowner, shall be released from any burdens or obligations to comply with any of the provisions of the Restated Development Agreement, as amended hereby, related to the development of the Toll Project Property, including without limitation the Toll Project Conditions related thereto which accrue on or after the conveyance of the Toll Project Property to Toll. Folsom Real Estate South, LLC, shall retain all rights, title, interest, burdens and obligations under the Restated Development Agreement, as amended hereby, with respect to the remainder of the Property, including the changes in land uses associated with the Ancillary Land Use Approvals for the Other Affected Property therein. Landowner acknowledges that, until the Toll Project Property is conveyed to Toll, Landowner shall be solely obligated to comply with the terms and conditions of the Toll Project Entitlements, including the Toll Project Conditions related thereto, in connection with any development of the Toll Project Property.

Upon the conveyance of the Toll Project Property from Landowner to Toll, Landowner shall provide written notice thereof to the City, together with a conformed copy of the grant deed related thereto. Upon receipt of such notice, for purposes of Section 7.5 of the Restated Agreement, the Notice Address for Landowner with respect to the Toll Project Property shall be as follows:

Toll West Coast LLC  
c/o Toll Brothers  
2330 E. Bidwell Street  
Folsom, CA 95630  
Attn: Greg Van Dam, P.E.  
Director of Land Development  
Email: gvandam@tollbrothers.com

4. **Form of Amendment; Execution in Counterparts.** This Amendment No. 3 is executed in duplicate originals, each of which is deemed to be an original, and may be executed in counterparts.

IN WITNESS WHEREOF, the City of Folsom has authorized the execution of this Restated Agreement in duplicate by its Mayor, and attested to by the City Clerk under the authority of Ordinance No. \_\_\_\_\_ adopted by the City Council on the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**CITY:**

**CITY OF FOLSOM,  
a municipal corporation**

\_\_\_\_\_  
Sarah Aquino, Mayor

**APPROVED AS TO CONTENT:**

\_\_\_\_\_  
Elaine Andersen, City Manager

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Steven Wang, City Attorney

**ATTEST:**

\_\_\_\_\_  
Christa Freemantle, City Clerk

**LANDOWNER:**

**FOLSOM REAL ESTATE SOUTH, LLC  
a Delaware Limited Liability Company**

By: HBT Mangini, LLC  
a Delaware Limited Liability Company  
Its Managing Member

By: \_\_\_\_\_  
William B. Bunce  
Its: Manager

**TOLL:**

**TOLL WEST COAST LLC,  
a Delaware Limited Liability Company**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of \_\_\_\_\_  
County of \_\_\_\_\_

On \_\_\_\_\_, 2020, before me, \_\_\_\_\_  
(Here insert Name and Title of Officer)

personally appeared \_\_\_\_\_  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
NOTARY PUBLIC SIGNATURE

NOTARY PUBLIC SEAL

**EXHIBIT "A"**  
**DESCRIPTION OF THE LANDS OF**  
**FOLSOM REAL ESTATE SOUTH LLC**

All that real property situated in the City of Folsom, County of Sacramento, State of California located within Sections 17 and 20, Township 9 North, Range 8 East, Mount Diablo Meridian, being a portion of the Lands of Folsom Real Estate South, LLC, a Delaware limited liability company being further described as follows:

Parcel 2A as shown and so designated on that certain Parcel Map filed for record June 3, 2019 in Book 236 of Parcel Maps at Page 10, Sacramento County Records, and

Parcel 4 as shown and so designated on that certain Parcel Map filed for record October 11, 2012 in Book 218 of Parcel Maps, at Page 17, Sacramento County Records, and

All that land as described in that certain Quit Claim Deed recorded October 11, 2019 as Document No. 201910110556, Official Records of Sacramento County.

Containing 195.97 acres of land, more or less.

*See Exhibit "A-1", plat to accompany description, attached hereto and made a part hereof.*

This legal description was prepared by me or under my supervision pursuant to Section 8729 (2) of the Professional Land Surveyors Act.

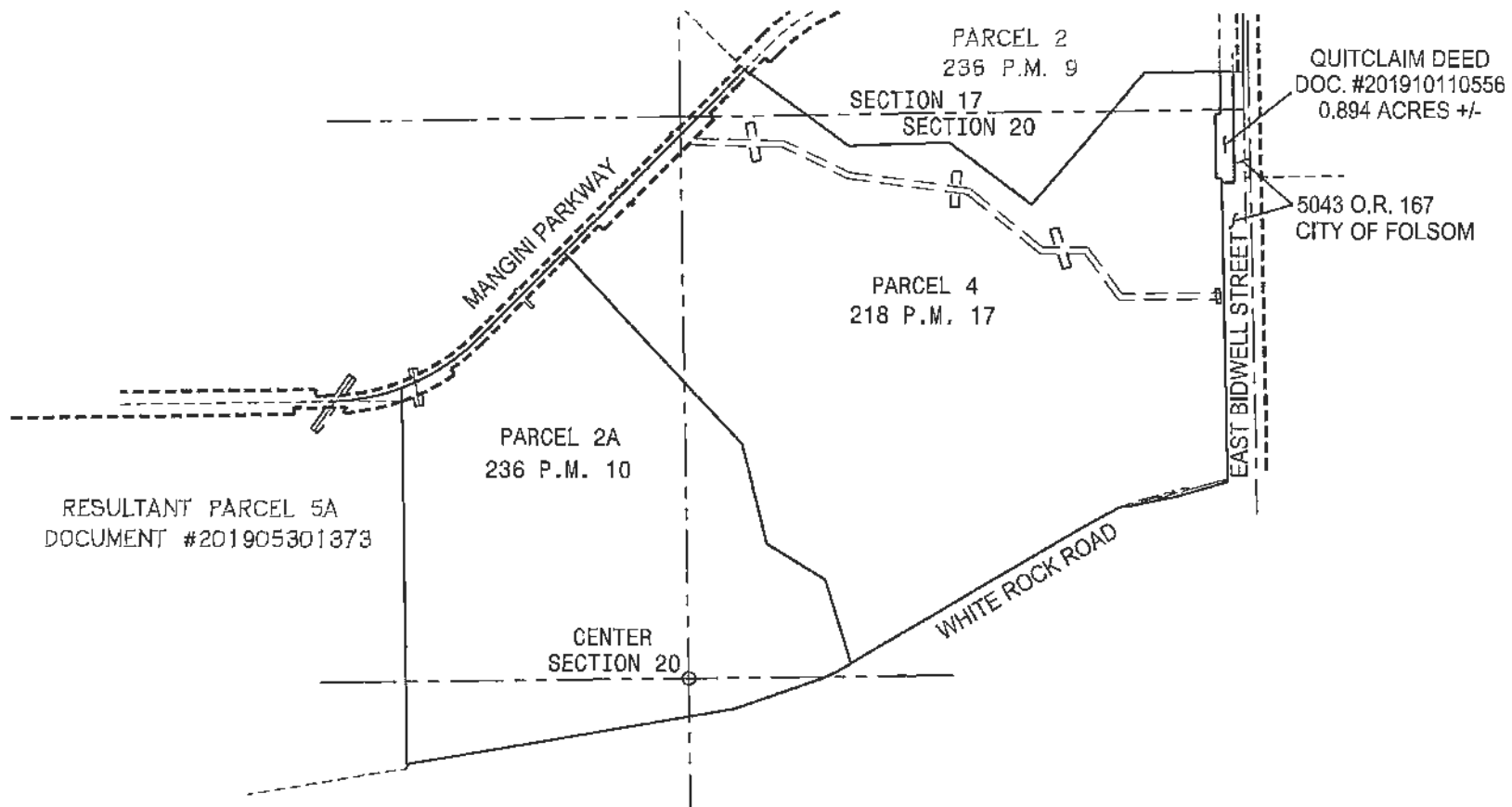


Robert M. Plank, PLS 5760  
License Expiration Date: 06-30-2020

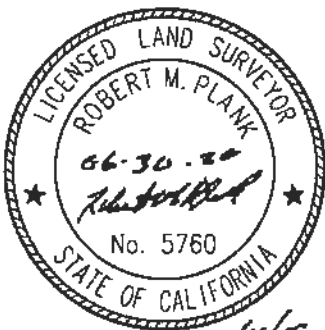


Date: 12/11/19

Description prepared by:  
**MACKAY & SOMPS CIVIL ENGINEERS, INC.**  
1025 Creekside Ridge Drive, Suite 150, Roseville, CA 95678  
P:\7964\survey-MS\mapping\desc\MANGINI RANCH WEST\toll bros\FRES Composite Parcels.docx



SHEET 1 OF 1

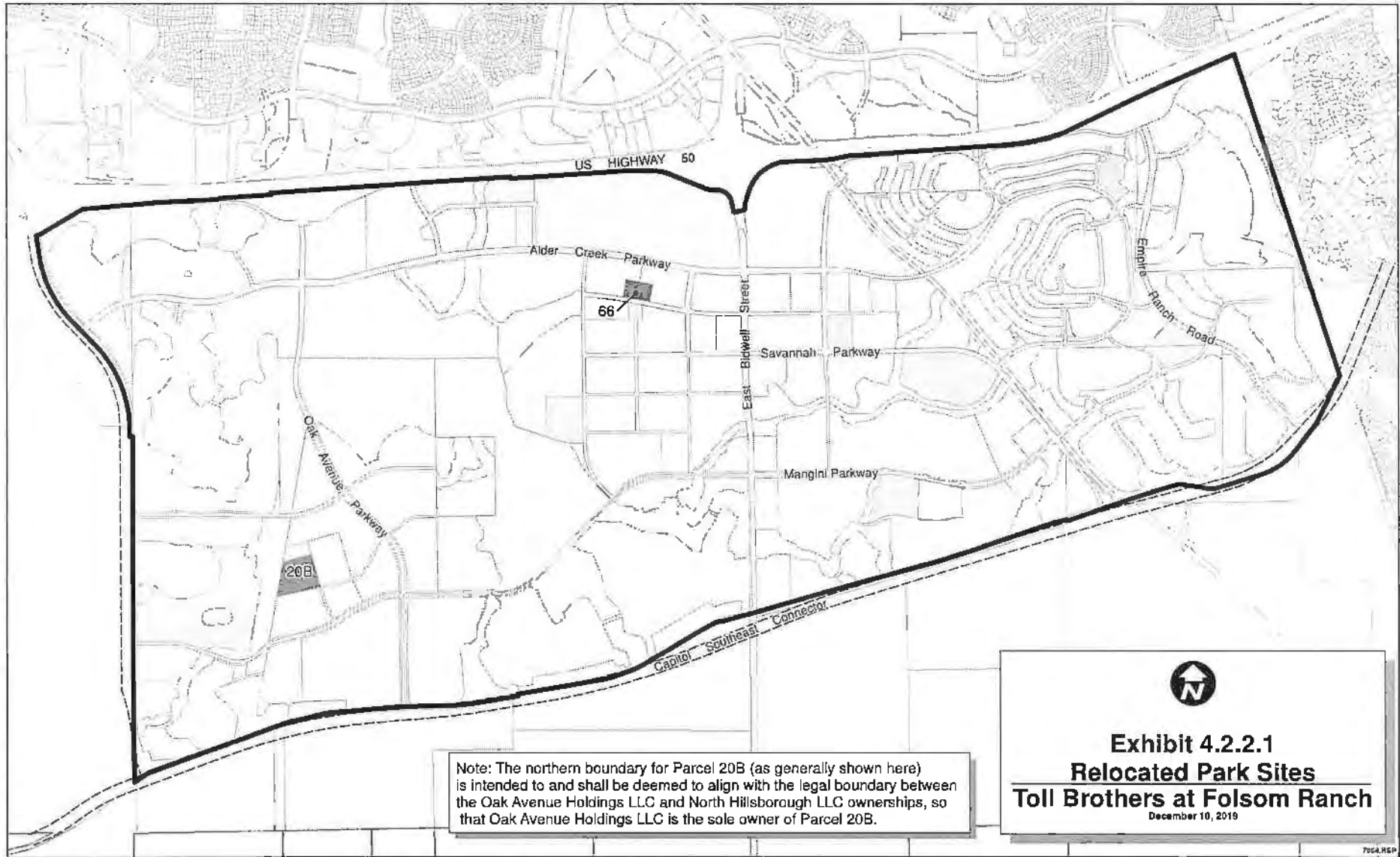


**EXHIBIT "A-1"**  
 LANDS OF FOLSOM REAL ESTATE SOUTH  
 MANGINI WEST  
 PORTION OF SECTIONS 17 & 20, T. 9 N., R. 8X E., M.D.M.  
 CITY OF FOLSOM  
 COUNTY OF SACRAMENTO STATE OF CALIFORNIA


**MACKAY & SOMPS**  
 ENGINEERS PLANNERS SURVEYORS  
 1025 Creekside Ridge Drive, Suite 150, Roseville, CA 95678 (916) 773-1189

IF A DISCREPANCY EXISTS BETWEEN THIS EXHIBIT AND THE ASSOCIATED DESCRIPTION, THE DESCRIPTION HOLDS. THIS EXHIBIT IS FOR GRAPHIC PURPOSES ONLY.

RMP	1"= 600'	12/11/2019	7964,RSP,TB1
DRAWN BY	SCALE	DATE	JOB NO.



Note: The northern boundary for Parcel 20B (as generally shown here) is intended to and shall be deemed to align with the legal boundary between the Oak Avenue Holdings LLC and North Hillsborough LLC ownerships, so that Oak Avenue Holdings LLC is the sole owner of Parcel 20B.

  
**Exhibit 4.2.2.1**  
**Relocated Park Sites**  
**Toll Brothers at Folsom Ranch**  
December 10, 2019

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